

AN ORDINANCE AUTHORIZING THE CITY OF FT. WAYNE TO ISSUE ITS \$375,000 ECONOMIC DEVELOPMENT FIRST MORTGAGE REVENUE BONDS (CSC REALTY PROJECT) AND APPROVING AND AUTHORIZING OTHER ACTIONS IN RESPECT THERETO.

WHEREAS, The City of Ft. Wayne Economic Development Commission has been duly created by the City of Ft. Wayne, Indiana, and the members of the Commission have been duly appointed and qualified pursuant to law; and

WHEREAS, the City of Ft. Wayne Economic Development Commission has prepared and filed with the Allen County Plan Commission its report entitled "Report of the City of Ft. Wayne Economic Development Commission Concerning the Proposed Construction of Economic Development Facilities by CSC Realty"; and

WHEREAS, the City of Ft. Wayne Economic Development Commission, after a public hearing conducted on March __, 1981, adopted a Resolution on the same date, which Resolution has been transmitted hereto, finding that the financing of certain economic development facilities (the "Project") of CSC Realty complies with the purposes and provisions of I.C. 1971, 18-6-4.5, as supplemented and amended (the "Act"), and that such financing will be of benefit to the health and welfare of the City of Ft. Wayne and its citizens; and

WHEREAS, the City of Ft. Wayne Economic Development Commission has heretofore approved and recommended to this Common Council that it adopt this form of Ordinance and has approved the forms of and has transmitted for approval by this Common Council the Loan Agreement (the "Agreement") between the City of Ft. Wayne and CSC Realty (the "Company"), Mortgage and Security Agreement from the Company to the City of Ft. Wayne (the "Mortgage"), an Assignment of such Mortgage (the "Assignment") from the City of Ft. Wayne to Indiana Bank and Trust Company (the "Trustee"), and a Trust Indenture between the City of Ft. Wayne and the Trustee (the "Indenture"); now, therefore,

BE IT ORDAINED by the Common Council of the City of Ft. Wayne, Indiana, that:

Section 1. It is hereby found and determined that the financing of the economic development facilities constituting the Project and referred to in the Loan Agreement approved by the City of Ft. Wayne Economic Development Commission and presented to this Common Council, the issuance and sale of \$375,000 Economic Development First Mortgage Revenue Bonds of the City of Ft. Wayne, the use of the net proceeds thereof for the construction and equipment of such facilities, the payment of principal of, premium, if any, and interest on such bonds from bond payments pursuant to the Agreement, and the securing of said bonds by the mortgaging of the Project to the Trustee

pursuant to the Mortgage and the Assignment, all as previously approved by the City of Ft. Wayne Economic Development Commission and presented to this Common Council, will be of benefit to the health and welfare of the City of Ft. Wayne and its citizens and complies with the purposes and provisions of the Act. It is further found and determined that the increase in the dollar amount of the financing from the approximate amount previously approved by this Council to \$375,000, in view of the passage of time and the general economic conditions, is reasonable and justified, and is hereby approved.

Section 2. The forms of the Agreement, the Mortgage, the Assignment and the Indenture approved by the City of Ft. Wayne Economic Development Commission are hereby approved. Such documents collectively shall be considered the "Financing Agreement" referred to in the Act. Such documents shall be incorporated herein by reference and shall be inserted in the minutes of the Common Council and kept on file by the City Clerk.

Section 3. The City of Ft. Wayne hereby determines that economic development revenue bonds shall be issued pursuant to the Act in the principal amount of \$375,000 for the aforesaid purpose. Such bonds shall be designated "City of Ft. Wayne Economic Development First Mortgage Revenue Bonds ("CSC Realty Project") (the "Bonds"), and shall be issued for the purpose of procuring funds to make a loan to CSC Realty which shall use such proceeds to pay the costs of acquisition,

construction and equipment of the economic development facilities constituting the Project, as more particularly set out in the Indenture and Agreement incorporated herein by reference, which Bonds shall be issued in the form and denomination and shall be executed, dated, be subject to redemption on the dates and at the prices as provided herein and in the Indenture, and more particularly as provided in the form of Bond appearing in such Indenture, which form is specifically hereby approved. The Bonds will be payable as to principal, premium (if any) and interest from the loan payments made by CSC Realty under the Agreement and from other revenues and income realized under the Agreement, or as otherwise provided in the above described Indenture. The Bonds shall never constitute a general obligation of, an indebtedness of, or a charge against the general credit of the City of Ft. Wayne.

Section 4. The Mayor and the City Clerk are authorized and directed to sell the Bonds to The Cincinnati Insurance Company, Cincinnati, Ohio as the original purchaser thereof, at a rate of interest not to exceed 10% per annum and at a price of 100% of the principal amount thereof. The Bonds shall be scheduled to mature on March 15, 2000, with portions of the Bonds becoming due in annual installments over a period of years pursuant to the mandatory sinking fund provisions set forth in Section 7 hereof. Payments of principal of, premium, if any, and interest on the Bonds shall be made in the manner and on the dates prescribed in the Bonds and in the Agreement.

Section 5. The Mayor and the City Clerk be and they are hereby authorized and directed to execute the documents constituting the Financing Agreement approved herein on behalf of the City of Ft. Wayne and any other document which may be necessary or desirable to consummate the transaction including, without implied limitation, the Bonds authorized herein and financing statements to be utilized in connection with the perfection of security interests. The forms of the documents constituting the Financing Agreement shall be subject to such changes as are not inconsistent with this Ordinance and as may be approved by the officers executing the same, which approval shall be conclusively evidenced by the execution of such documents by the Mayor and/or the City Clerk. The signatures of the Mayor and the City Clerk on the Bond and coupons, if any, may be facsimile signatures. The City Clerk is authorized to arrange for delivery of the Bonds to the Trustee against payment therefor by such Trustee.

Section 6. At the time of issuance, delivery and payment for the Bonds, the Bond Fund Payment (as defined in the Indenture) shall be deposited from the purchase price for the Bonds into the Bond Fund (as hereinafter defined).

There is hereby created by the City of Ft. Wayne and ordered maintained as a separate deposit account (except when invested as hereinafter provided) in the custody of the Trustee a trust fund to be designated "City of Ft. Wayne - CSC Realty Construction Fund" (herein called the "Construction Fund").

After deducting the Bond Fund Payment required by the preceding paragraph to be paid otherwise than to the Construction Fund, the balance of the proceeds of the Bonds shall be deposited in the Construction Fund as the Loan to the Company provided for in the Agreement. Moneys in the Construction Fund shall be disbursed by the Trustee in accordance with the provisions of the Agreement, and the Trustee is hereby authorized and directed to issue its check for each disbursement required by the provisions of the Agreement. The City of Ft. Wayne covenants and agrees promptly to take whatever action, if any, is necessary in approving and ordering all such disbursements.

The moneys to the credit of the Construction Fund shall, pending application thereof as above set forth, be subject to a lien and charge in favor of the Trustee as Trustee for the Bondholders.

Section 7. As provided in the Agreement, payments sufficient in time and amount to pay the Bond service charges as they come due, are to be paid by the Company directly to the Trustee for the account of the City of Ft. Wayne and deposited in the Bond Fund. Under the provisions of the Agreement, payments with respect to the promissory note delivered by the Company to the City of Ft. Wayne and assigned to the Trustee (the "Note") shall be deposited into the Bond Fund for the account of the City of Ft. Wayne and shall constitute Loan Payments.

There is hereby created by the City of Ft. Wayne and ordered maintained, as a separate deposit account (except when invested as hereinafter provided) in the custody of the Trustee, a trust fund to be designated "City of Ft. Wayne - CSC Realty Revenue Bond Fund" (herein called the "Bond Fund"). The Bond Fund (and accounts therein, if any, provided for in the Indenture or in the Agreement) and the moneys and investments therein are hereby pledged to and shall be used solely and exclusively for the payment of Bond service charges as they fall due at stated maturity or by redemption, all as provided herein and in the Indenture and the Agreement, provided that no part thereof (except as may otherwise be provided for herein and in the Indenture or the Agreement) shall be used to redeem, prior to maturity, any Bonds.

There shall be deposited into the Bond Fund (and credited, if required by the Indenture or the Agreement, to appropriate accounts therein, if any), as and when received, (a) all Loan Payments and (b) all other Pledged Receipts, except those amounts required by the Indenture or the Agreement to be deposited in the Construction Fund, the Debt Service Reserve Fund (as hereinafter defined) or any other separate insurance or condemnation proceeds account; provided, however, that Pledged Receipts shall be deposited and utilized only to the extent necessary to pay Bond service charges and to

maintain the required deposit in the Debt Service Reserve Fund, or to pay other amounts required under the Agreement or the Indenture.

As and for the mandatory sinking fund requirements for the retirement, by mandatory redemption of the Bonds, the aggregate of the Loan Payments specified in Section 2.1 of the Agreement which is to be deposited in the Bond Fund on or before each Loan Payment Date (as defined in the Agreement) shall include amounts sufficient to redeem (less the amount of any credit as provided in the next following paragraph) on each corresponding Mandatory Redemption Date (as defined in the Agreement) the principal amount of Bonds set opposite the appropriate year as follows:

<u>Year</u>	<u>Mandatory Sinking Fund Requirement</u>	<u>Stated Maturity</u>
1982	\$15,000	
1983	20,000	
1984	20,000	
1985	20,000	
1986	20,000	
1987	20,000	
1988	20,000	
1989	20,000	
1990	20,000	
1991	20,000	
1992	20,000	
1993	20,000	
1994	20,000	
1995	20,000	
1996	20,000	
1997	20,000	
1998	20,000	
1999	20,000	
2000		\$20,000

For the purpose of effecting said mandatory redemption the Trustee, on behalf of the City of Ft. Wayne and without necessity for further action by the City of Ft. Wayne or the Company, shall cause to be redeemed on each Mandatory Redemption Date such aggregate principal amount of the Bonds as equals the mandatory sinking fund requirements as provided for above in this Section 7 for the applicable Mandatory Redemption Date. Bonds called for redemption pursuant to the mandatory sinking fund redemption provisions hereof shall be called by lot in such manner as may be determined by the Trustee.

At its option, to be exercised on or before the forty-fifth day preceding any Mandatory Redemption Date, the City of Ft. Wayne, or the Company on behalf of the City of Ft. Wayne, may (a) deliver to the Trustee for cancellation Bonds in any aggregate principal amount, with, if coupon Bonds, all unmatured coupons attached, or (b) receive a credit against the current mandatory sinking fund requirement (and corresponding mandatory redemption obligation) of the City of Ft. Wayne under the preceding paragraph for any Bonds which prior to such date have been redeemed (other than through the operation of the mandatory sinking fund requirements provided for in this Section) or purchased for cancellation and cancelled by the Trustee and not theretofore applied as a credit against any mandatory sinking fund requirement (and corresponding mandatory

redemption obligation) under said preceding paragraph. Each Bond so delivered or previously redeemed or purchased for cancellation shall be credited by the Trustee at 100% of the principal amount thereof against the respective mandatory sinking fund requirement (and corresponding mandatory redemption obligation) of the City of Ft. Wayne on such Mandatory Redemption Date, and any excess of such amount shall be credited against future mandatory sinking fund requirements (and corresponding mandatory redemption obligations) in chronological order. The City of Ft. Wayne, or the Company on behalf of the Issuer, will on or before the forty-fifth day preceding each Mandatory Redemption Date furnish the Trustee with a certificate, signed by the Fiscal Officer, or by the Authorized Company Representative (each as defined in the Agreement), stating the extent to which the provisions of (a) and (b) of the first sentence of this paragraph are to be availed of with respect to such mandatory sinking fund requirement (and corresponding mandatory redemption obligation) for such Mandatory Redemption Date; unless such certificate is so timely furnished to the Trustee, such requirement and obligation provided for in the preceding paragraph shall not be reduced.

The City of Ft. Wayne hereby covenants and agrees that so long as any of the Bonds are outstanding it will deposit, or cause to be deposited, in the Bond Fund Pledged Receipts

sufficient in time and amount to pay the Bond service charges as the same become due and payable, and to this end the City of Ft. Wayne covenants and agrees that, so long as any Bonds are outstanding, it will diligently and promptly proceed in good faith and use its best efforts to enforce the Agreement, and that, should there be an event of default under the Agreement, the City of Ft. Wayne shall cooperate fully with the Trustee to protect fully the rights and security of the Bondholders hereunder. Nothing herein shall be construed as requiring the City of Ft. Wayne to use or apply to the payment of Bond service charges any funds or revenues from any source other than Pledged Receipts.

The City of Ft. Wayne covenants and agrees, whenever the moneys and investments in the Bond Fund (or otherwise held by the Trustee for such purpose) are sufficient in amount to redeem all of the Bonds then outstanding and to pay interest to accrue thereon to the date or dates of such redemption, to take and cause to be taken, at the direction of the Company, the necessary steps to redeem all of said Bonds on the next succeeding redemption date or dates for which the required notice of call for redemption may be given.

Section 8. As provided in Section 2.2(d) of the Agreement, Reserve Fund Payments (as defined in the Agreement) are to be paid by the Company directly to the Trustee for the account of the City of Ft. Wayne and deposited in the Debt

Service Reserve Fund (as hereinafter defined). There is hereby created by the City of Ft. Wayne and ordered maintained, as a separate deposit account (except when invested as hereinafter provided) in the custody of the Trustee, a trust fund to be designated "City of Ft. Wayne - CSC Realty Debt Service Reserve Fund" (hereinafter called the "Debt Service Reserve Fund").

There shall be deposited or credited to the Debt Service Reserve Fund from the Reserve Fund Payments and from all other sources, including from income earned on the investment of moneys credited to the Debt Service Reserve Fund, amounts necessary to cause the principal sum on deposit therein to equal not more than \$56,250.00. If, at any time or from time to time, the principal amount on deposit in the Debt Service Reserve Fund is less than \$56,250.00, the Trustee shall invest the moneys in the Debt Service Reserve Fund in Eligible Investments (as defined in the Indenture) and shall accumulate such income in the Debt Service Reserve Fund and add such income to the principal thereof. At all times when the principal amount on deposit in the Debt Service Reserve Fund is equal to \$56,250.00, the Trustee shall credit all further income received from the investment thereof to the Bond Fund to pay Bond service charges on the next succeeding Interest Payment Date or Principal Payment Date. In no event shall the Trustee permit the principal amount on deposit in the Debt Service Reserve Fund to be more than \$56,250.00.

If on any Interest Payment Date or Principal Payment Date, the balance in the Bond Fund is insufficient to pay the required Bond service charges, then the Trustee shall immediately transfer from the Debt Service Reserve Fund to the Bond Fund an amount sufficient to make up such deficiency in the Bond Fund. With the approval of the Company, the Trustee may also make withdrawals from the Debt Service Reserve Fund to pay the fees and expenses of the Trustee. After any such transfer as aforesaid, the Trustee may again receive and credit Reserve Fund Payments to the Debt Service Reserve Fund until the principal amount thereof shall have again totaled \$56,250.00, provided, however, that the Trustee shall transfer from the Debt Service Reserve Fund to the Bond Fund for the final three installments of principal on the Project Bonds coming due pursuant to the mandatory sinking fund provisions set forth herein and in the Project Bonds, such amount as will reduce to zero the amount accumulated in the Debt Service Reserve Fund on the final maturity date of the Project Bonds.

Section 9. At the request of the Company and with the written consent of the Original Purchaser, if the Company is not then in default under the Agreement, the City of Ft. Wayne, to the extent permitted by law (including the Act) then in effect and for purposes consistent with the Act (as defined in the Indenture), shall use its best efforts to issue Additional Bonds from time to time to provide loans to the Company for:

(i) completion of the Project, including additional costs incurred in providing the Project, or (ii) the acquisition for the Project of additional real estate or interests therein, or repairs to the Project of a major nature arising from casualty or unanticipated conditions, or (iii) the acquisition, construction and installation of additional economic development facilities to be used in connection with the Project and to be located on the site of the Project, or to be used in connection with other facilities located within the boundaries of the City of Ft. Wayne which are owned in whole or in part by the Company, or any combination thereof, or (iv) refunding the Bonds or any one or more series of Additional Bonds, or (v) any combination of the foregoing; provided, that the proceeds of any Additional Bonds shall, except to the extent issued for the purpose described in clause (iv), be used solely to pay permissible costs under the Act. Such Additional Bonds shall be on a parity with the Bonds and any Additional Bonds theretofore or thereafter issued. Before any Additional Bonds are authenticated there shall be delivered to the Trustee the items required by Section 2.08 of the Indenture and (a) any necessary amendment of the Agreement to provide for increased Loan Payments so that the aggregate of the Loan Payments thereafter payable under the Agreement shall be sufficient in amount to make all required payments into the Bond Fund in order to pay when due Bond service charges on all Bonds then

outstanding, and for all Additional Payments (as defined in the Agreement) by the Company under the provisions of the Agreement and the Bond Legislation, and (b) either the opinion of nationally recognized bond counsel or a ruling of the Internal Revenue Service of the United States Department of Treasury that the issuance of such series of Additional Bonds will not adversely affect the exemption from Federal income taxation of the interest paid or payable on any outstanding Bonds.

Section 10. The City of Ft. Wayne will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are delivered to the Trustee, so that they will not constitute "arbitrage bonds" under Section 103(c) of the Internal Revenue Code of 1954, as amended. The Mayor or any other officer having responsibility with respect to the issuance of the Bonds, is authorized and directed, alone or in conjunction with any of the foregoing or with any other officer, employee, consultant or agent of the Common Council of the City of Ft. Wayne, or any officer of the Company, and upon receipt of satisfactory indemnities, to give an appropriate certificate on behalf of the City of Ft. Wayne, for inclusion in the transcript of proceedings for the Bonds, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to said Section 103(c).

Section 11. The provisions of this Ordinance, the Agreement and the Indenture securing the Bonds shall constitute a contract binding between the City of Ft. Wayne and the Trustee, and after the issuance of the Bonds, this Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of such Trustee so long as any of the Bonds or the interest thereon remains unpaid.

Section 12. The actions of the Mayor or any other officer of the City in doing any and all acts necessary in connection with the construction and equipping of the Project and the issuance of the Bonds are hereby ratified and confirmed.

Section 13. The proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary in connection with the construction and equipping of the Project and the issuance of the Bonds.

Section 14. All Ordinances or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 15. It is hereby found and determined that all official actions of this Common Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Common Council, and that all deliberations of this Common Council and of any of its committees, if any, that resulted in such official action were taken in meetings open to

the public, in full compliance with applicable legal requirements, including I.C. 5-14-1.5-7.

Section 16. This Ordinance shall be in full force and effect from and after its passage and signing by the Mayor.

Vivian J. Schmidt
~~Presiding Officer~~
Councilwoman

Attest:

Charles W. Westerman, City Clerk

Presented by me to the Mayor of the City of Ft. Wayne, Indiana, this _____ day of March, 1981.

Charles W. Westerman, City Clerk

Approved and signed by me this _____ day of March, 1981.

Winfield C. Moses, Jr., Mayor
City of Ft. Wayne, Indiana

APPROVED AS TO FORM AND
LEGALITY MARCH 9, 1981.

Carol A. Angel

*Read the first time in full and on motion by V. Schmidt, seconded by R. New, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the day of 19, at o'clock M., E.S.T.

DATE: 3-10-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by R. New, and duly adopted, placed on its passage. PASSED (~~1981~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GIAQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>NUCKOLS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT, D.</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT, V.</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHOMBURG</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 4-14-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 288-81 on the 14th day of April, 19 81.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of April, 19 81, at the hour of 2:30 o'clock P. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 20th day of April 19 81, at the hour of 9 o'clock A M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

Held

BILL NO. S-81-03-03

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN
ORDINANCE AUTHORIZING THE CITY OF FORT WAYNE TO ISSUE ITS \$375,000

ECONOMIC DEVELOPMENT, FIRST MORTGAGE REVENUE BONDS (CSC REALTY PROJECT)

AND APPROVING AND AUTHORIZING OTHER ACTIONS IN RESPECT THERETO

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VIVIAN G. SCHMIDT, CHAIRMAN

JAMES S. STIER, VICE CHAIRMAN

MARK E. GLAQUINTA

PAUL M. BURNS

ROY J. SCHOMBURG

4-14-81
DATE CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

Admn. Appr. _____

DIGEST SHEET

TITLE OF ORDINANCE _____

Special

S-81-03-03

DEPARTMENT REQUESTING ORDINANCE _____

Economic Development Commission

SYNOPSIS OF ORDINANCE _____

An ordinance authorizing the City of Fort

Wayne to issue its \$375,000.00 Economic Development First Mortgage

Revenue Bonds (CSC Realty Project) and approval of final financing

documents. An Inducement Resolution for this project was pre-

viously adopted by City Council.

EFFECT OF PASSAGE _____

Permanent financing of facilities.

EFFECT OF NON-PASSAGE _____

None of the above.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) _____

None.

ASSIGNED TO COMMITTEE (PRESIDENT) _____

TRUST INDENTURE
Between
THE CITY OF FT. WAYNE, INDIANA
and
INDIANA BANK AND TRUST COMPANY
TRUSTEE

SECURING
\$375,000
ECONOMIC DEVELOPMENT FIRST MORTGAGE REVENUE BONDS
(CSC REALTY PROJECT
OF
THE CITY OF FT. WAYNE, INDIANA

DATED AS OF
MARCH 15, 1981

This instrument also constitutes a security agreement
under the Indiana Uniform Commercial Code.

This instrument prepared by:

Ronal R. Newbanks
TAFT, STETTINIUS & HOLLISTER
600 Dixie Terminal Building
Cincinnati, Ohio 45202

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE (hereinafter called the "Indenture") dated as of the fifteenth day of March 1981, by and between THE CITY OF FT. WAYNE, INDIANA, a municipal corporation organized and existing under the Constitution and laws of the State of Indiana (the "Issuer"), and Indiana Bank and Trust Company, a banking corporation organized and existing under and by virtue of the laws of the State of Indiana and duly authorized to exercise corporate trust powers under the laws of such State (herein sometimes referred to as the "Trustee"), as Trustee;

W I I N E S S E I H :

WHEREAS, upon recommendation of the Ft. Wayne Economic Development Commission, the Common Council of the City of Ft. Wayne has, by the adoption of an ordinance, determined to issue its Economic Development First Mortgage Revenue Bonds (CSC Realty Project) in the principal amount of \$375,000 (hereinafter sometimes referred to as the "Project Bonds"); and

WHEREAS, the Issuer has caused all actions to be taken which are required by Sections 18-6-4.5-1 to 18-6-4.5-30, inclusive, of the Indiana Code of 1971, as supplemented and amended, for the authorization, issuance and sale of the Project Bonds; and

WHEREAS, it is anticipated that additional amounts may be necessary with respect to the Project hereinafter described and as a result provisions should be made for the issuance of additional parity bonds from time to time in an aggregate principal amount (hereinafter referred to as the "Additional Bonds"); and

WHEREAS, the text of the Project Bonds, and the Trustee's certificate of authentication to be endorsed thereon, and other provisions to be included therein are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to wit:

(FORM OF COUPON BOND)
CITY OF FT. WAYNE, INDIANA
ECONOMIC DEVELOPMENT FIRST MORTGAGE REVENUE BOND
(CSC REALTY PROJECT)

NO. _____

\$5,000

The CITY OF FT. WAYNE, INDIANA (hereinafter referred to as the "Issuer"), a municipal corporation organized and existing under the constitution and laws of the State of Indiana in the County of Allen, for value received, promises to pay to bearer, or, if this Bond be registered (other than to bearer) to the registered holder hereof, but solely from the sources and in the manner hereinafter referred to, the principal sum of

FIVE THOUSAND DOLLARS

on the fifteenth day of March 2000 and to pay from said sources interest thereon from the date hereof at the rate of ten per centum (10%) per annum, payable semiannually on the fifteenth day of March and the fifteenth day of September in each year, commencing September 15, 1981, as evidenced by the coupons hereto attached, until payment of such principal sum has been made or provided for, subject to the provisions hereinafter mentioned with respect to redemption prior to maturity. Such principal and interest are payable in lawful money of the United States of America, without deduction for the services of the paying agent, at the corporate trust office of the Trustee, initially Indiana Bank and Trust Company, upon presentation and surrender of this Bond and the coupons attached hereto as they respectively mature.

This Bond is one of a duly authorized issue of Economic Development First Mortgage Revenue Bonds (CSC Realty Project) (hereinafter referred to as the "Project Bonds") issuable under the Trust Indenture, dated as of March 15, 1981 (hereinafter, as the same may be amended or supplemented in accordance with its terms, referred to as the "Indenture"), between the Issuer and Indiana Bank and Trust Company, as Trustee (the term "Trustee", as used herein, refers to said Trustee or any successor Trustee appointed pursuant to the Indenture), aggregating in principal amount \$375,000 and issued for the purpose of making a loan to assist CSC Realty

(hereinafter referred to as the "Company") in the financing of costs of acquiring real estate, buildings, equipment and personal property in connection therewith (such real estate, buildings, equipment and personal property being hereinafter called the "Project"), and paying expenses incidental thereto, so as to increase employment and promote the diversification of commerce in and near the City of Ft. Wayne, Indiana.

The proceeds of the Project Bonds will be loaned to the Company pursuant to a Loan Agreement, dated as of March 15, 1981, (hereinafter, as the same may be amended according to its terms, referred to as the "Agreement", and the loan made pursuant to the Agreement is hereinafter referred to as the "Loan"), duly made and entered into between the Issuer and the Company.

Pursuant to the Agreement, in order to provide moneys and to evidence its obligation to repay the Loan, the Company has executed and delivered to the Issuer its unconditional promissory note in the principal amount of \$375,000 (hereinafter referred to as the "Note"). The Note has interest rates, payment and prepayment provisions corresponding to comparable provisions of the Project Bonds. In order to further secure the Loan, the Company has executed and delivered to the Issuer a Mortgage and Security Agreement dated as of March 15, 1981 (hereinafter referred to as the "Mortgage") pertaining to the Project. Pursuant to the Indenture, the Issuer has pledged and assigned to the Trustee the "Pledged Receipts" as defined in the Indenture, and, pursuant to an Assignment of Mortgage and Security Agreement dated as of March 15, 1981, between the Issuer and the Trustee, has assigned to the Trustee all its right, title and interest in, to and under the Mortgage and has further assigned to the Trustee the Note, all as security for its obligation to pay the principal of, premium (if any) and interest on the Project Bonds. Payment of principal of, premium (if any) and interest on the Project Bonds has been guaranteed by Charles A. Colligan, Stanley P. Colligan and Eugene I. Sheehan pursuant to a Guaranty Agreement of even date with this Agreement.

The Project Bonds, together with Additional Bonds as may be issued on a parity therewith under the Indenture (the Project Bonds and any such Additional Bonds are hereinafter collectively referred to as the "Bonds"), are all issued or may be issued under and are to be equally and ratably secured and entitled to the protection given by the Indenture, which is on file in the office of the Trustee, and reference is hereby made to the Indenture and the Agreement and to all indentures and

loan agreements, respectively, supplemental thereto for a more complete description of the Project, the provisions, among others, with respect to the nature and extent of the security and of the rights, duties and obligations of the Issuer, the Trustee and the holders of the Bonds and coupons and the terms and conditions upon which the Bonds are issued and secured, to all of the provisions of which Indenture, each holder, by the acceptance hereof, assents.

The Project Bonds are issued pursuant to and in full compliance with the constitution and laws of the State of Indiana, particularly Sections 18-6-4.5-1 to 18-6-4.5-30, inclusive, of the Indiana Code of 1971, as supplemented and amended, and pursuant to an ordinance passed by the Common Council of the Issuer (the "Bond Legislation"), which Bond Legislation, among other things, also authorizes the execution and delivery of the Indenture and the Loan Agreement. The Bonds, and any interest coupons attached thereto, are special obligations of the Issuer.

Payment of the principal of, premium (if any) and interest on the Bonds (hereinafter collectively referred to as "Bond service charges") is to be made, except to the extent made from Bond proceeds and the investment thereof, solely from the "Pledged Receipts" (generally, the payments and other amounts which under the Agreement are payable by or for the Company directly to the Trustee for the account of the Issuer in repayment of the Loan, including payments of principal of, premium [if any] and interest on the Note and any additional Note or Notes delivered to the Trustee pursuant to the Indenture and Agreement in connection with the issuance of Additional Bonds; all other moneys received by the Issuer, or the Trustee for the account of the Issuer, in respect of the Loan, subject to certain provisions in the Indenture with respect to the Trustee holding moneys for the benefit of the holders of particular Bonds; the proceeds of the Bonds including all moneys deposited in the Construction Fund defined in the Indenture; and the income and profit from the investment of such payments and moneys), and is secured by a pledge of and lien on the moneys deposited in the Bond Fund as established by the Indenture and hereinafter identified and a pledge and assignment of other moneys constituting said Pledged Receipts, as provided for in the Indenture. THE BONDS ARE NOT SECURED BY AN OBLIGATION OR PLEDGE OF ANY MONEYS RAISED BY TAXATION AND DO NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE ISSUER, THE STATE OF INDIANA, OR ANY POLITICAL SUBDIVISION THEREOF. Payments sufficient for the prompt payment when due of the Bond service charges on the Bonds are required by the Agreement to be made by the Company to the

Trustee for the account of the Issuer and deposited in a special account created by the Issuer and designated "City of Ft. Wayne - CSC Realty Revenue Bond Fund", and have been duly pledged for that purpose.

The Project Bonds are issuable as coupon bonds registrable as to principal in the denomination of \$5,000, and as fully registered bonds in denominations of \$5,000 and any authorized multiple thereof. Coupon Bonds and fully registered Bonds are interchangeable in equal aggregate principal amounts and in authorized denominations at the aforesaid office of the Trustee, in the manner, subject to the limitations and on payment of the charges provided in the Indenture.

This Bond may be registered as to principal alone on the registration books of the Issuer kept by the Trustee as Bond Registrar, upon presentation hereof to the Trustee which shall make notation of such registration in the registration form printed hereon, and this Bond may thereafter be transferred only upon an assignment duly executed by the registered holder or by such holder's attorney, in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed hereon. Such transfer may be to bearer, and thereby transferability by delivery shall be restored, subject, however, to successive registrations and transfers as before. Notwithstanding the registration of this Bond as to principal alone as aforesaid, the coupons will remain payable to bearer and continue to be transferable by delivery.

In the event the Company exercises its option to prepay the Loan as provided in Section 8.2 of the Agreement (in the event of damage, destruction or condemnation of the Project, or economic frustration of purpose), the Project Bonds are subject to extraordinary optional redemption by the Issuer prior to stated maturity at any time in whole at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

The Project Bonds are also subject to special mandatory redemption by the Issuer prior to stated maturity at any time in whole at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date if and when (i) the Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed in the Agreement by reason of any changes in the Constitution of the State of Indiana or the Constitution of the

United States of America or by reason of legislative or administrative action (whether state or Federal) or any final decree, judgment or order of any court or administrative body (whether state or Federal) entered after the contest thereof by the Issuer or the Company in good faith to such extent that the Loan Agreement or the Note and the obligations evidenced thereby are no longer enforceable by the holder thereof, or (ii) interest on the Project Bonds shall have become subject to Federal income tax because of a Determination of Taxability (as defined in the Indenture) which is unrelated to any default by the Company under Section 6.8 of the Agreement. In the event that interest on the Project Bonds becomes subject to Federal income tax because of a Determination of Taxability as a result of a default by the Company under Section 6.8 of the Agreement, the Project Bonds shall be subject to special mandatory redemption by the Issuer prior to stated maturity at any time in whole at a redemption price of 110% of the principal amount thereof plus accrued interest to the redemption date. Unless the Company shall have made proper provision for the redemption of all Project Bonds outstanding within six months following the date of the Event of Taxability (as defined in the Indenture), the redemption price payable with respect to a redemption resulting from a Determination of Taxability shall be increased by an amount equal to 2% of the principal amount of all Project Bonds then outstanding for each six-month period, or any part thereof, from the date of the Event of Taxability to the date of redemption. With respect to Bonds not outstanding on the date of the Determination of Taxability, but which were outstanding on the date of the Event of Taxability, the redemption price shall be increased by an amount equal to 2% of the principal amount of each of such Bonds for each six-month period, or any part thereof, elapsed between the date of the Event of Taxability and the date that such Bond was paid or redeemed. Any such redemption shall be made not more than 180 days following the effective date of any such constitutional amendment, legislation, administrative action or final decree, judgment or order, or following the date of the Determination of Taxability (excluding any final determination that interest is subject to Federal income tax with respect to any Bond held by a "substantial user" of the Project or by a "related person" thereof, as those terms are used in Section 103(b)(9) of the Internal Revenue Code of 1954). Notice from the Company to the Trustee pursuant to Section 8.4 of the Agreement that the Company shall prepay the Loan in full as required under Section 8.3 of the Agreement and shall concurrently prepay the Note, shall constitute the direction from the Issuer to the Trustee to call all the then outstanding Project Bonds for special mandatory redemption pursuant to this paragraph, and no separate notice from the Issuer to the Trustee shall be required.

The Project Bonds are also subject to mandatory redemption by the Issuer prior to stated maturity, pursuant to the terms of the mandatory sinking fund requirements provided in the Bond Legislation, on the dates and in the amounts set forth below, at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date:

<u>March 15 of</u> <u>the Year</u>	<u>Principal Amount</u>
1982	\$15,000
1983	20,000
1984	20,000
1985	20,000
1986	20,000
1987	20,000
1988	20,000
1989	20,000
1990	20,000
1991	20,000
1992	20,000
1993	20,000
1994	20,000
1995	20,000
1996	20,000
1997	20,000
1998	20,000
1999	20,000
2000 (maturity)	20,000

Any of such Bonds as may be outstanding on and after March 15, 1991 are also subject to optional redemption, in whole or in part, prior to maturity by the Issuer at the direction of the Company on March 15, 1991, or on any interest payment date thereafter, at the redemption prices (expressed as a percentage of the principal amounts thereof) set forth as follows, plus accrued interest to the redemption date:

<u>Redemption Date Dates Inclusive)</u>	<u>Redemption Price</u>
March 15, 1991 to March 14, 1992	105%
March 15, 1992 to March 14, 1993	104-1/2%
March 15, 1993 to March 14, 1994	104%
March 15, 1994 to March 14, 1995	103-1/2%
March 15, 1995 to March 14, 1996	103%
March 15, 1996 to March 14, 1997	102-1/2%
March 15, 1997 to March 14, 1998	102%
March 15, 1998 to March 14, 1999	101-1/2%
March 15, 1999 to March 14, 2000	101%

If less than the entire unmatured portion of the Project Bonds shall be called for redemption at any time or from time to time otherwise than pursuant to any mandatory sinking fund provisions of the Bond Legislation they shall be called in inverse order of the maturities of the Project Bonds at the time outstanding; and if less than all of the Project Bonds outstanding of one maturity are to be called, the selection of such Project Bonds or portions of fully registered Project Bonds of such maturity to be called shall be made by lot by the Trustee in such manner as the Trustee may determine. If optional redemption of Project Bonds is to occur as of March 15 in any of the years 1991 to 2000 inclusive, the Project Bonds to be so redeemed by optional redemption shall be selected prior to the selection of the Project Bonds to be redeemed on the same date by operation of the mandatory sinking fund redemption provisions hereof.

Provisions have been included in the Indenture for the redemption by the Issuer of any Project Bonds prior to stated maturity pursuant to any mandatory or optional redemption provision under the Indenture concurrently with the prepayment by the Company of a like principal amount of the Note pursuant to corresponding mandatory or optional prepayment provisions thereof.

Rights of redemption of the Project Bonds shall be exercised by notice, specifying the Bonds to be called, the redemption price to be paid, the date fixed for redemption and the places where the amounts due upon such redemption are payable, which notice, subject to the provisions of the Indenture therefor, shall be published at least twice in a newspaper or financial journal of national circulation published in the City and State of New York, the first such publication to be not less than 30 days prior to the redemption

date. Reference is made to the Indenture for provisions as to mailed notice of redemption with respect to registered (except to bearer) Bonds, and as to failure to give, or any defect in, such mailed notice. If Bonds or portions of fully registered Bonds are duly called for redemption and if on such redemption date moneys for the redemption thereof, together with interest thereon to the redemption date, shall be held by the paying agents so as to be available therefor, then from and after such redemption date such Bonds or portions of fully registered Bonds shall cease to bear interest and any coupons for interest thereon maturing subsequent to said date shall be void, and said Bonds and portions of fully registered Bonds and coupons shall no longer be protected by, and shall not be deemed to be outstanding under, the Indenture.

Except as provided in the Indenture, the holders or registered owners of the Bonds are not entitled to enforce the provisions of the Indenture or to institute, appear in or defend any suit, action or proceeding to enforce any provisions of the Indenture or to take any actions with respect to any event of default under the Indenture.

In addition to the provisions contained in the Indenture authorizing the Issuer and the Trustee, without the consent of or notice to any of the bondholders, to enter into supplemental indentures not inconsistent with the Indenture and for certain purposes specified therein, the Indenture contains provisions permitting such parties, with the consent of the holders of not less than $66\frac{2}{3}\%$ in aggregate principal amount of the Bonds at the time outstanding, to execute supplemental indentures for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions of the Indenture or any indenture supplemental thereto; provided, however, that no such supplemental indenture shall (a) without the consent of the holder of each Bond so affected extend the maturity of the principal of or the interest on any Bond, reduce the principal amount of any Bond or the rate of interest or redemption premium thereon, or (b) without the consent of the holders of all Bonds then outstanding permit a privilege or priority of any Bond or Bonds over any other Bond or Bonds or reduce the aggregate principal amount of the Bonds required for consent to such supplemental indenture.

If an event of default, as defined in the Indenture, shall occur, the principal of Bonds then outstanding may be declared due and payable in the manner and with the effect provided by the Indenture, but subject to waiver of such event of default or rescission of such declaration as provided in the Indenture.

Neither this Bond nor any of the appertaining coupons shall be entitled to any security or benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee.

The Bonds shall not constitute the personal obligation, either jointly or severally, of the members of the Common Council of the Issuer or of any of the officers of the Issuer.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things necessary to be done or performed by the Issuer or to have happened precedent to and in the issuing of the Project Bonds in order to make them legal, valid and binding special obligations of the Issuer in accordance with their terms, and precedent to and in the execution and delivery of the Indenture and Agreement, have been done and performed and have happened in regular and due form as required by law; that payment in full for the Project Bonds has been received; and that the Project Bonds do not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Ft. Wayne, Indiana, has caused this Bond to be executed in the name of the Issuer by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its corporate seal to be affixed hereto or reproduced hereon, and the interest coupons attached hereto to be executed by the facsimile signature of said Clerk, all as of the fifteenth day of March 1981.

CITY OF FT. WAYNE, INDIANA

(SEAL)

Attest:

(facsimile)

Clerk

By: (facsimile)

Mayor

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds
described in the within-mentioned Indenture.

INDIANA BANK AND TRUST COMPANY,
TRUSTEE

By _____
Authorized Officer

(FORM OF INTEREST COUPON)

No. _____ \$ _____

Unless the Bond described below shall have been duly called for previous redemption and payment of the redemption price duly made or provided for, on the fifteenth day of March/September 19__, the City of Ft. Wayne will pay to bearer, but solely from the sources and in the manner provided in the Trust Indenture dated as of March 15, 1981, between the said Issuer and the Trustee, on presentation and surrender of this coupon, without deduction for the services of the paying agent, at the corporate trust office of the Trustee, originally Indiana Bank and Trust Company, the amount shown hereon in lawful money of the United States of America, being interest then due on the City of Ft. Wayne Economic Development First Mortgage Revenue Bond (CSC Realty Project), dated March 15, 1981, Numbered _____.

(facsimile signature)
Clerk

(FORM OF REGISTRATION)

Date of Registration	:	Name of Registered Owner	:	Manner of Registration	:	Signature of Bond Registrar
	:		:		:	
	:		:		:	
	:		:		:	
	:		:		:	

(Back Panel)

LEGAL OPINION

TAFT, STETTINIUS & HOLLISTER
DIXIE TERMINAL BUILDING
CINCINNATI, OHIO 45202

(FORM OF FULLY REGISTERED BOND)

CITY OF FT. WAYNE, INDIANA

ECONOMIC DEVELOPMENT FIRST MORTGAGE REVENUE BOND

(CSC REALTY PROJECT)

No. _____

\$

The CITY OF FT. WAYNE, INDIANA (hereinafter referred to as the "Issuer"), a municipal corporation organized and existing under the constitution and laws of the State of Indiana in the County of Allen, for value received, promises to pay to _____, or registered assigns, but solely from the sources and in the manner hereinafter referred to, the principal sum of

on the fifteenth day of March 2000, and to pay from said sources interest thereon from the date hereof at the rate of ten per centum (10%) per annum, payable semiannually on March 15 and September 15 in each year, commencing the March 15 or September 15 next following the date hereof, until payment of such principal sum has been made or provided for, subject to the provisions hereinafter mentioned with respect to redemption prior to maturity. Such principal and interest are payable in lawful money of the United States of America, without deduction for the services of the paying agent. Principal is payable upon presentation and surrender of this Bond at the corporate trust office of the Trustee, initially Indiana Bank and Trust Company. Interest on this Bond shall be paid by check or draft mailed to the registered holder hereof at his address as it appears on the registration books of the Issuer.

This Bond is one of a duly authorized issue of Economic Development First Mortgage Revenue Bonds (CSC Realty Project) (hereinafter referred to as the "Project Bonds"), issuable under the Trust Indenture dated as of March 15, 1981 (hereinafter, as the same may be amended or supplemented in accordance with its terms, referred to as the "Indenture"), between the Issuer, and Indiana Bank and Trust Company, as Trustee (the term "Trustee", as used herein, refers to said Trustee or any successor Trustee appointed pursuant to

the Indenture), aggregating in principal amount \$375,000 and issued for the purpose of making a loan to assist CSC Realty (hereinafter referred to as the "Company") in the financing of costs of acquiring real estate, buildings, equipment and personal property in connection therewith (such real estate, buildings, equipment and personal property being hereinafter called the "Project"), and paying expenses incidental thereto, so as to increase employment and promote the diversification of commerce in and near the City of Ft. Wayne, Indiana.

The proceeds of the Project Bonds will be loaned to the Company pursuant to a Loan Agreement, dated as of March 15, 1981, (hereinafter, as the same may be amended according to its terms, referred to as the "Agreement", and the loan made pursuant to the Agreement is hereinafter referred to as the "Loan"), duly made and entered into between the Issuer and the Company.

Pursuant to the Agreement, in order to provide moneys, and to evidence its obligation to repay the Loan, the Company has executed and delivered to the Issuer its unconditional Promissory Note in the principal amount of \$375,000 (hereinafter referred to as the "Note"). The Note has interest rates, payment and prepayment provisions corresponding to comparable provisions of the Project Bonds. In order to further secure the Loan, the Company has executed and delivered to the Issuer a Mortgage and Security Agreement dated as of March 15, 1981 (hereinafter referred to as the "Mortgage") pertaining to the Project. Pursuant to the Indenture, the Issuer has pledged and assigned to the Trustee the "Pledged Receipts" as defined in the Indenture, and, pursuant to an Assignment of Mortgage and Security Agreement, dated as of March 15, 1981, between the Issuer and the Trustee, has assigned to the Trustee all its right, title and interest in, to and under the Mortgage, and has further assigned to the Trustee the Note, all as security for its obligations to pay the principal of, premium (if any) and interest on the Project Bonds. Payment of principal of, premium (if any) and interest on the Project Bonds has been guaranteed by Charles A. Colligan, Stanley P. Colligan and Eugene I. Sheehan pursuant to a Guaranty Agreement of even date with this Agreement.

The Project Bonds, together with Additional Bonds as may be issued on a parity therewith under the Indenture (the Project Bonds and any such Additional Bonds are hereinafter collectively referred to as the "Bonds"), are all issued or may be issued under and are to be equally and ratably secured and

entitled to the protection given by the Indenture, which is on file in the office of the Trustee, and reference is hereby made to the Indenture and the Agreement and to all indentures and loan agreements, respectively, supplemental thereto for a more complete description of the Project, the provisions, among others, with respect to the nature and extent of the security and of the rights, duties and obligations of the Issuer, the Trustee and the holders of the Bonds and coupons and the terms and conditions upon which the Bonds are issued and secured, to all of the provisions of which Indenture, each holder, by the acceptance hereof, assents.

The Project Bonds are issued pursuant to and in full compliance with the constitution and laws of the State of Indiana, particularly Sections 18-6-4.5-1 to 18-6-4.5-30, inclusive, of the Indiana Code of 1971, as supplemented and amended, and pursuant to an ordinance passed by the Common Council of the Issuer (the "Bond Legislation"), which Bond Legislation, among other things, also authorizes the execution and delivery of the Indenture and the Loan Agreement. The Bonds, and any interest coupons attached thereto, are special obligations of the Issuer.

Payment of the principal of, premium (if any) and interest on the Bonds (hereinafter collectively referred to as "Bond service charges") is to be made, except to the extent made from Bond proceeds and the investment thereof, solely from the "Pledged Receipts" (generally, the payments and other amounts which under the Agreement are payable by the Company directly to the Trustee for the account of the Issuer in repayment of the Loan, including the payments of principal of, premium [if any] and interest on the Note and any additional Note or Notes delivered to the Trustee pursuant to the Indenture and Agreement in connection with the issuance of Additional Bonds; all other moneys received by the Issuer, or the Trustee for the account of the Issuer, in respect of the Loan, subject to certain provisions in the Indenture with respect to the Trustee holding moneys for the benefit of the holders of particular Bonds; the proceeds of the Bonds including all moneys deposited in the Construction Fund defined in the Indenture; and the income and profit from the investment of such payments and moneys), and is secured by a pledge of and lien on the moneys deposited in the Bond Fund as established by the Indenture and hereinafter identified and a pledge and assignment of other moneys constituting said Pledged Receipts, as provided for in the Indenture. THE BONDS ARE NOT SECURED BY AN OBLIGATION OR PLEDGE OF ANY MONEYS RAISED BY TAXATION AND DO NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE ISSUER, THE STATE OF INDIANA, OR ANY POLITICAL SUBDIVISION THEREOF. Payments sufficient for the prompt

payment when due of the Bond service charges on the Bonds are required by the Agreement to be made by the Company to the Trustee for the account of the Issuer and deposited in a special account created by the Issuer and designated "City of Ft. Wayne - CSC Realty Revenue Bond Fund", and have been duly pledged for that purpose.

The Project Bonds are issuable as coupon bonds registrable as to principal in the denomination of \$5,000, and as fully registered bonds in the denomination of \$5,000 and any authorized multiple thereof. Coupon Bonds and fully registered Bonds are interchangeable in equal aggregate principal amounts and in authorized denominations at the aforesaid office of the Trustee, in the manner, subject to the limitations and on payment of the charges provided in the Indenture.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the corporate trust office of the Trustee as Bond Registrar, upon presentation hereof to the Trustee, all subject to the terms and conditions provided in the Indenture.

In the event the Company exercises its option to prepay the Loan as provided in Section 8.2 of the Agreement (in the event of damage, destruction or condemnation of the Project, or economic frustration of purpose), the Project Bonds are subject to extraordinary optional redemption by the Issuer prior to stated maturity at any time in whole at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

The Project Bonds are also subject to special mandatory redemption by the Issuer prior to stated maturity at any time in whole at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date if and when (i) the Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed in the Agreement by reason of any changes in the Constitution of the State of Indiana or the Constitution of the United States of America or by reason of legislative or administrative action (whether state or Federal) or any final decree, judgment or order of any court or administrative body (whether state or Federal) entered after the contest thereof by the Issuer or the Company in good faith to such extent that the Loan Agreement or the Note and the obligations evidenced thereby are no longer enforceable by the holder thereof, or (ii) interest on the Bonds shall have become subject to Federal income tax because of a Determination of Taxability (as defined

in the Indenture) which is unrelated to any default by the Company under Section 6.8 of the Agreement. In the event that interest on the Project Bonds becomes subject to Federal income tax because of a Determination of Taxability as a result of a default by the Company under Section 6.8 of the Agreement, the Project Bonds shall be subject to special mandatory redemption by the Issuer prior to stated maturity at any time in whole at a redemption price of 110% of the principal amount thereof plus accrued interest to the redemption date. Unless the Company shall have made proper provision for the redemption of all Project Bonds outstanding within six months following the date of the Event of Taxability (as defined in the Indenture), the redemption price payable with respect to a redemption resulting from a Determination of Taxability shall be increased by an amount equal to 2% of the principal amount of all Project Bonds then outstanding for each six-month period, or any part thereof, from the date of the Event of Taxability to the date of redemption. With respect to Project Bonds not outstanding on the date of the Determination of Taxability, but which were outstanding on the date of the Event of Taxability, the redemption price shall be increased by an amount equal to 2% of the principal amount of each of such Bonds between the date of the Event of Taxability and the date that such Bond was paid or redeemed. Any such redemption shall be made not more than 180 days following the effective date of any such constitutional amendment, legislation, administrative action or final decree, judgment or order, or following the date of the Determination of Taxability (excluding any final determination that interest is subject to Federal income tax with respect to any Bond held by a "substantial user" of the Project or by a "related person" thereof, as those terms are used in Section 103(b)(9) of the Internal Revenue Code of 1954). Notice from the Company to the Trustee pursuant to Section 8.4 of the Agreement that the Company shall prepay the Loan in full as required under Section 8.3 of the Agreement and shall concurrently prepay the Note, shall constitute the direction from the Issuer to the Trustee to call all the then outstanding Bonds for special mandatory redemption pursuant to this paragraph, and no separate notice from the Issuer to the Trustee shall be required.

The Project Bonds are also subject to mandatory redemption by the Issuer prior to stated maturity, pursuant to the terms of the mandatory sinking fund requirements provided in the Bond Legislation, on the dates and in the amounts set forth below, at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date:

<u>March 15 of the Year</u>	<u>Principal Amount</u>
1982	\$15,000
1983	20,000
1984	20,000
1985	20,000
1986	20,000
1987	20,000
1988	20,000
1989	20,000
1990	20,000
1991	20,000
1992	20,000
1993	20,000
1994	20,000
1995	20,000
1996	20,000
1997	20,000
1998	20,000
1999	20,000
2000 (maturity)	20,000

Any of such Bonds as may be outstanding on and after March 15, 1991 are also subject to optional redemption, in whole or in part, prior to maturity by the Issuer at the direction of the Company on March 15, 1991, or on any interest payment date thereafter, at the redemption prices (expressed as a percentage of the principal amounts thereof) set forth as follows, plus accrued interest to the redemption date:

<u>Redemption Date Dates Inclusive)</u>	<u>Redemption Price</u>
March 15, 1991 to March 14, 1992	105%
March 15, 1992 to March 14, 1993	104-1/2%
March 15, 1993 to March 14, 1994	104%
March 15, 1994 to March 14, 1995	103-1/2%
March 15, 1995 to March 14, 1996	103%
March 15, 1996 to March 14, 1997	102-1/2%
March 15, 1997 to March 14, 1998	102%
March 15, 1998 to March 14, 1999	101-1/2%
March 15, 1999 to March 14, 2000	101%

If less than the entire unmatured portion of the Project Bonds shall be called for redemption at any time or from time to time otherwise than pursuant to any mandatory sinking fund provisions of the Bond Legislation they shall be called in inverse order of the maturities of the Project Bonds at the time outstanding; and if less than all of the Project Bonds outstanding of one maturity are to be called, the selection of such Project Bonds or portions of fully registered Project Bonds of such maturity to be called shall be made by lot by the Trustee in such manner as the Trustee may determine. If optional redemption of Project Bonds is to occur as of March 15 in any of the years 1991 to 2000 inclusive, the Project Bonds to be so redeemed by optional redemption shall be selected prior to the selection of the Project Bonds to be redeemed on the same date by operation of the mandatory sinking fund redemption provisions hereof.

Provisions have been included in the Indenture for the redemption by the Issuer of any Project Bonds prior to stated maturity pursuant to any mandatory or optional redemption provision under the Indenture concurrently with the prepayment by the Company of a like principal amount of the Note pursuant to corresponding mandatory or optional prepayment provisions thereof.

Rights of redemption of the Project Bonds shall be exercised by notice, specifying the Bonds to be called, the redemption price to be paid, the date fixed for redemption and the places where the amounts due upon such redemption are payable, which notice, subject to the provisions of the Indenture therefor, shall be published at least twice in a newspaper or financial journal of national circulation published in the City and State of New York, the first such publication to be not less than 30 days prior to the redemption date. Reference is made to the Indenture for provisions as to mailed notice of redemption with respect to registered (except to bearer) Bonds, and as to failure to give, or any defect in, such mailed notice. If Bonds or portions of fully registered Bonds are duly called for redemption and if on such redemption date moneys for the redemption thereof, together with interest thereon to the redemption date, shall be held by the paying agents so as to be available therefor, then from and after such redemption date such Bonds or portions of fully registered Bonds shall cease to bear interest and any coupons for interest thereon maturing subsequent to said date shall be void, and said Bonds and portions of fully registered Bonds and coupons shall no longer be protected by, and shall not be deemed to be outstanding under, the Indenture.

Except as provided in the Indenture, the holders or registered owners of the Bonds are not entitled to enforce the provisions of the Indenture or to institute, appear in or defend any suit, action or proceeding to enforce any provisions of the Indenture or to take any actions with respect to any event of default under the Indenture.

In addition to the provisions contained in the Indenture authorizing the Issuer and the Trustee, without the consent of or notice to any of the bondholders, to enter into supplemental indentures not inconsistent with the Indenture and for certain purposes specified therein, the Indenture contains provisions permitting such parties, with the consent of the holders of not less than 66-2/3% in aggregate principal amount of the Bonds at the time outstanding, to execute supplemental indentures for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions of the Indenture or any indenture supplemental thereto; provided, however, that no such supplemental indenture shall (a) without the consent of the holder of each Bond so affected extend the maturity of the principal of or the interest on any Bond, reduce the principal amount of any Bond or the rate of interest or redemption premium thereon, or (b) without the consent of the holders of all Bonds then outstanding permit a privilege or priority of any Bond or Bonds over any other Bond or Bonds or reduce the aggregate principal amount of the Bonds required for consent to such supplemental indenture.

If an event of default, as defined in the Indenture, shall occur, the principal of Bonds then outstanding may be declared due and payable in the manner and with the effect provided by the Indenture, but subject to waiver of such event of default or rescission of such declaration as provided in the Indenture.

This Bond shall not be entitled to any security or benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee.

The Bonds shall not constitute the personal obligation, either jointly or severally, of the members of the Common Council of the Issuer or of any of the officers of the Issuer.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things necessary to be done or performed by the Issuer or to have happened precedent to and in the issuing of the Project Bonds in order to make them legal, valid and binding special obligations of the Issuer in accordance with their terms, and precedent to and in the execution and delivery of the Indenture and Agreement, have been done and performed and have happened in regular and due form as required by law; that payment in full for the Project Bonds has been received; and that the Project Bonds do not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Ft. Wayne, has caused this Bond to be executed in the name of the Issuer by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its corporate seal to be affixed hereto or reproduced hereon, all as of the fifteenth day of _____ 19__.

CITY OF FT. WAYNE, INDIANA

(SEAL)

Attest:

(facsimile)

Clerk

By: (facsimile)

Mayor

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds
described in the within-mentioned Indenture.

INDIANA BANK AND TRUST COMPANY,
TRUSTEE

By _____
Authorized Officer

(Back Panel)

LEGAL OPINION

TAFT, STETTINIUS & HOLLISTER
DIXIE TERMINAL BUILDING
CINCINNATI, OHIO 45202

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells,
assigns and transfers unto _____
(please print or type name and
address of transferee) the within Bond and all rights thereunder
and does hereby irrevocably constitute and
appoint _____ attorney to transfer the within
Bond on the books kept for registration thereof, with full power
of substitution in the premises.

Dated: _____

In the presence of:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his authority to act must accompany the Bond.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the Bond service charges on the Bonds according to their true intent and meaning, and to secure the performance and observance of all the covenants and conditions therein and herein contained and to declare the terms and conditions upon and subject to which the Bonds are and are intended to be issued, held, secured, and enforced, the Issuer, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Project Bonds by the holders and owners thereof, and for other good and valuable considerations, the receipt of which is hereby acknowledged, has executed and delivered this Indenture and does hereby pledge and assign to Indiana Bank and Trust Company, as Trustee, and to its successors in trust, and its and their assigns, for the securing of the performance of the obligations of the Issuer hereinafter set forth, the Pledged Receipts, including without limitation all payments and other amounts receivable by or on behalf of the Issuer under the Agreement and in respect of the Loan, and all moneys and investments in the Construction Fund, Bond Fund and Debt Service Reserve Fund, and in particular the payments to be received under and pursuant to and subject to the provisions of the Agreement and Note, pursuant to the terms of which payments are to be paid directly to the Trustee at the corporate trust office of the Trustee for the account of the Issuer and deposited in the Bond Fund, all subject to and in accordance with this Indenture;

TO HAVE AND TO HOLD to the Trustee and its successors in said trust and to its and their assigns forever;

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate benefit, security and protection of all present and future holders and owners of the Bonds and coupons issued or to be issued under and secured by this Indenture, and for the enforcement of the payment of the Bond service charges on the Bonds, when payable, according to the true intent and meaning thereof and of this Indenture and to secure the performance of and compliance with the covenants, terms and conditions of this Indenture, without preference, priority or distinction, as to lien or otherwise, of any one Bond or coupon over any other by reason of designation, number, date of authorization, issuance, sale, execution or delivery, date of the Bonds or of maturity, or otherwise, so that each and all Bonds and coupons shall have the same right, lien and privilege under this Indenture, and shall be equally and ratably secured hereby, as if all the Bonds and coupons had been made, issued and negotiated simultaneously with the delivery of this Indenture, it being intended that the lien and security of this Indenture shall take effect from the date hereof, without

regard to the date of actual issue, sale or disposition of the Bonds as though upon such date all the Bonds were actually issued, sold and delivered to purchasers for value; provided, however, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bonds and the interest due or to become due thereon together with any premium required by redemption of any of the Bonds prior to maturity, at the times and in the manner mentioned in the Bonds and the coupons, respectively, according to the true intent and meaning thereof, or shall cause the payment to be made into the Bond Fund as required under Sections 7 and 8 of the Bond Legislation authorizing the Project Bonds and the Bond Legislation authorizing any Additional Bonds, or shall have caused the Bonds and coupons to have been paid and discharged in accordance with Sections 8.01 and 8.02 of this Indenture, shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee and Paying Agents all sums of money due or to become due to them in accordance with the terms and provisions hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

And it is expressly declared that the Bond Legislation set forth above is part of this Indenture and that all Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all Pledged Receipts hereby pledged and the Construction Fund, the Debt Service Reserve Fund and the Bond Fund are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes provided in this Indenture, and the Issuer has agreed and covenanted, and does hereby further agree and covenant, with the Trustee and with the respective holders and owners from time to time, of the Bonds or coupons, or any part thereof, as follows:

A R T I C L E I

DEFINITIONS

In addition to the words and terms elsewhere defined, directly or by reference to the Agreement, in this Indenture, the following words and terms as used in this Indenture shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:

"Act" means Sections 18-6-4.5-1 to 18-6-4.5-30 of the Indiana Code of 1971, as supplemented and amended.

"Additional Bonds" means Bonds issued pursuant to the provisions of the Bond Legislation.

"Agreement" means the Loan Agreement between the Issuer and the Company, dated as of March 15, 1981, as the same may be duly amended, modified or supplemented in accordance with the provisions thereof.

"Assignment" means the Assignment of Mortgage and Security Agreement of even date herewith from the Issuer to the Trustee.

"Bonds" means the Project Bonds and any Additional Bonds issued and to be issued pursuant to the Indenture.

"Bond Fund" means the Bond Fund created in the Bond Legislation.

"Bond Fund Payment" means as to the Project Bonds an amount equal to the interest accrued on the Project Bonds from their date to the date of their delivery to the Original Purchaser and payment therefor, and as to the Additional Bonds the amount specified in the Bond Legislation authorizing such Additional Bonds, provided that the Bond Fund Payment for any Additional Bonds shall not be less than an amount equal to the interest accrued on such Additional Bonds from their date to the date of delivery of such Additional Bonds to their Original Purchaser and payment therefor.

"Bondholder" or "holder" or "holder of Bonds" means any person who is the bearer of a coupon Bond which is not registered as to principal or the principal of which is registered to bearer, or the person in whose name a registered Bond is registered, and "holder" when used with reference to a coupon means the bearer of the coupon.

"Bond Legislation" means the ordinance authorizing the Project Bonds, except that when used with reference to an issue of Additional Bonds it shall mean the Bond Legislation to the extent applicable and the other legislation providing for the issuance of such Additional Bonds, and except that when used with reference to Bonds when Additional Bonds are outstanding it shall mean the Bond Legislation and the Bond Legislation providing for the issuance of Additional Bonds, all as the same may from time to time be lawfully amended, modified or supplemented.

"Bond Registrar" means the Trustee acting as Bond Registrar with respect to the Bonds pursuant to the provisions of the Indenture.

"Bond service charges" for any time period means the principal, interest, and redemption premium, if any, required to be paid by the Issuer on the Bonds for such time period.

"Code" means the Internal Revenue Code of 1954, as amended, and with respect to a specific section thereof such reference shall be deemed to include (i) the regulations promulgated under such section, (ii) any successor provision of similar import hereafter enacted, (iii) any corresponding provisions of any subsequent Internal Revenue Code, and (iv) the regulations promulgated under the provisions described in (ii) and (iii).

"Company" means CSC Realty, an Indiana general partnership and its successors and assigns including any surviving, resulting or transferee entity as provided in Section 6.3 of the Agreement.

"Construction Fund" means the Construction Fund created in the Bond Legislation.

"Coupon" or "interest coupon" means a coupon issued hereunder evidencing an installment of interest on a coupon Bond.

"Coupon bond registered as to principal" means any coupon Bond at the time registered as to principal in the name of the Bondholder.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund created in the Bond Legislation.

"Determination of Taxability" means the final adoption of legislation or regulations or a final determination, decision, decree, ruling or technical advice by any judicial or administrative authority or the issuance of a statutory notice of deficiency by the Internal Revenue Service as a result of the limitations provided by Section 103(b)(9) of the Code having been exceeded, any of which has the effect of requiring interest on the Bonds to be included in the gross income for Federal income tax purposes of the holder or registered owner of the Bonds (other than a holder or registered owner who is a "substantial user" of the Project or a "related person" as those terms are used in Section 103(b)(9) of the Code). A decision or ruling by any judicial or administrative authority shall not be considered final for the purposes of this definition until the expiration or waiver of all periods for judicial review or appeal, as the case may be, in which review or appeal the Company has participated or has had an opportunity to participate. Such determination shall be deemed to have occurred upon receipt by the Trustee of evidence thereof.

"Eligible Investments" means (i) obligations issued or guaranteed by the United States of America, or by any person controlled or supervised by and acting as an instrumentality of the United States pursuant to the authority granted by Congress, the payment of the principal and interest of which is fully and unconditionally guaranteed by the United States of America; (ii) open market commercial or finance paper of any corporation having a net worth in excess of \$100,000,000 and which is rated either P-1 or A-1 or an equivalent by Moody's Investors Service, Inc. or Standard & Poor's Corporation, both of New York, New York, or their successors; (iii) investments due within 12 months in certificates of deposit issued by, or bankers' acceptances of, the Trustee, or of banks or trust companies organized under the laws of the United States of America or any state thereof, which must have a reported capital and surplus of at least \$25,000,000 in dollars of the United States of America; and (iv) bank repurchase agreements, including the Trustee's, fully secured by obligations of the type specified in (i) above; provided that any such investment or deposit is not prohibited by law.

"Event of Taxability" means the occurrence of circumstances which a Determination of Taxability shall have found to have occurred, or which shall constitute a Determination of Taxability, and which result in the interest payable on the Bonds becoming includable in the gross income for Federal income tax purposes of the holder or registered owner of the Bonds (other than a holder or registered owner who

is a "substantial user" of the Project or a "related person" as those terms are used in Section 103(b)(9) of the Code), such occurrence of circumstances relating to a specific point in time.

"Executive" means the Mayor of the Legislative Authority of the Issuer.

"Extraordinary Services" and "Extraordinary Expenses" means all services rendered and all reasonable expenses properly incurred under this Indenture other than Ordinary Services and Ordinary Expenses.

"Fiscal Officer" means the Clerk of the Legislative Authority of the Issuer.

"Indenture" means this Trust Indenture between the Issuer and the Trustee, dated as of March 15, 1981 as the same may be amended, modified or supplemented in accordance with the provisions thereof.

"Interest Payment Date" means, as to the Project Bonds, the fifteenth day of each March and September, commencing September 15, 1981 and, as to Additional Bonds, the date or dates identified as such in the Bond Legislation authorizing such Additional Bonds.

"Legislative Authority" means the Common Council of the Issuer.

"Loan" means the loan by the Issuer to the Company of the proceeds from the sale of the Project Bonds to the Original Purchaser, after deducting the Bond Fund Payment, as the same may hereafter be increased from the proceeds from the sale of Additional Bonds.

"Loan Payments" means the amounts required to be paid by the provisions of Section 2.1 of the Agreement, as the same may hereafter be amended or supplemented, in repayment of the Loan.

"Mandatory Redemption Date" means March 15, 1982 and March 15 of each year thereafter to and including March 15, 2000, and as to any Additional Bonds, the date or dates specified in the applicable Bond Legislation on which such Additional Bonds are to be retired pursuant to mandatory sinking fund requirements. As appropriate, the maturity date denoting a particular series of Project Bonds shall be used in conjunction with the term "Mandatory Redemption Date".

"Mandatory Sinking Fund Requirements" means amounts required by any Bond Legislation to be deposited in the Bond Fund for the purpose of retiring, on a specified date, principal maturities of Bonds which by their terms are due and payable, if not called for prior redemption, at a subsequent date.

"Mortgage" means the Mortgage and Security Agreement pertaining to the Project Site and the Project from the Company, as mortgagor, to the Issuer, as mortgagee, of even date herewith and any amendment and supplements thereto.

"Net Proceeds" means, as to any insurance proceeds or any condemnation award, the amount remaining after deducting therefrom all expenses (including attorneys' fees and any Extraordinary Expenses of the Trustee) incurred in the collection of such proceeds or award.

"Note or "Notes" means the Promissory Note of even date herewith constituting an unconditional promise of the Company to repay the Loan to the Issuer, and in the form of Note attached as Exhibit A to the Agreement, and any additional promissory Note or Notes executed and delivered with respect to Additional Bonds.

"Notice Address" means:

- (a) As to the Issuer: City of Ft. Wayne, Indiana
County Building
Ft. Wayne, Indiana 46802
Attention: Mayor
- (b) As to the Trustee: Indiana Bank and Trust Company
915 South Clinton Street
Ft. Wayne, Indiana 46801
Attention: Corporate Trust
Department
- (c) As to the Company: CSC Realty
2314 Lake Avenue
Ft. Wayne, Indiana 46805

or such different address notice of which is given under Section 9.04 hereof, but no such notice shall thereby be required to be sent to more than two addresses.

"Ordinary Services" and "Ordinary Expenses" mean those services normally rendered and those expenses normally incurred by a trustee under instruments similar to this Indenture.

"Original Purchaser" means, as to the Project Bonds, The Cincinnati Insurance Company, Cincinnati, Ohio, and, as to Additional Bonds, the person or persons identified as such in the Bond Legislation providing for the issuance of such Additional Bonds.

"Outstanding Bonds" or "Bonds outstanding" or "outstanding" as applied to Bonds, means, as of any date, all Bonds which have been authenticated and delivered, or are then being delivered, by the Trustee under the Indenture except:

- (a) Bonds surrendered for and replaced upon exchange or transfer, or cancelled because of payment or redemption, at or prior to such date;
- (b) Bonds for the payment, redemption or purchase for cancellation of which sufficient moneys have been deposited prior to such date with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds), or which are deemed to have been paid and discharged pursuant to the provisions of Section 8.02 of the Indenture; provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and
- (c) Bonds in lieu of which others have been authenticated (or payment, when due, of which is made without replacement) under Section 2.05 of the Indenture;

and also except that

- (d) For the purpose of determining whether the holders of the requisite principal amount of Bonds have made or concurred in any notice, request, demand, direction, consent, approval, order, waiver, acceptance, appointment or other instrument or communication under or pursuant to this Indenture, Bonds owned by or for the account of the Company or any person owned, controlled by, under common control with or controlling the Company shall be disregarded and deemed to be not outstanding; provided, that for purposes of determining whether the Trustee shall be protected in relying upon any such notice or other communication as stated above, only Bonds which the Trustee knows to be so owned shall be disregarded. The term "control" (including the terms "controlling",

"controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. Beneficial ownership of 5% or more of a class of securities having general voting power to elect a majority of the board of directors of a corporation shall be conclusive evidence of control of such corporation.

"Paying Agents" means any banks or trust companies designated as the paying agencies or places of payment for Bonds or coupons by or pursuant to the applicable Bond Legislation, and their successors designated pursuant to the Indenture.

"Permitted Encumbrances" means as of any particular time, (i) liens for real estate taxes and special assessments not then delinquent, (ii) utility, access and other easements and rights of way, flood rights, leases, restrictions and exceptions that an Engineer and the Company certify will not interfere with or impair the operations being conducted in the Project, (iii) such minor defects, irregularities, encumbrances, easements, rights of way, and clouds on title as normally exist with respect to properties similar in character to the Project and as do not, in the opinion of legal counsel acceptable to the Trustee, materially impair the property affected thereby for the purposes for which it was acquired or is held by the Company, and (iv) the Mortgage.

"Person", whether or not appearing with initial capitalization, means natural persons, firms, associations, corporations and public bodies.

"Pledged Receipts" means (a) the Loan Payments, including the payments of principal of and interest and any premium on the Note, (b) subject to the provisions of Sections 3.04 and 8.02 of the Indenture with respect to the Trustee holding moneys for the benefit of the holders of particular Bonds, all other moneys received by the Issuer, or the Trustee for the account of the Issuer, pursuant to the Agreement or in respect to the Loan, (c) the proceeds of the Bonds including all moneys deposited in the Construction Fund and Debt Service Reserve Fund and (d) the income and profit from the investment of the Loan Payments, any other moneys held by the Trustee under the Indenture, and the moneys deposited in the Construction Fund.

"Project" means the real, personal, or real and personal property, including undivided or other interests therein, identified in Exhibit B to the Agreement, in or pursuant to any amendments to the Agreement, and in the certificate of the Project Supervisor given pursuant to Section 3.3 of the Agreement, and acquired, constructed or installed in replacement or substitution therefor or in addition thereto, and as may result from a revision of the Plans and Specifications (as defined in the Agreement) in accordance with the provisions of the Agreement.

"Project Bond or Project Bonds" means the Bonds authorized in the Bond Legislation and designated "Economic Development First Mortgage Revenue Bonds (CSC Realty Project)".

"Project Purpose" means the purposes of an economic development facility as described in the Act.

"Project Site" means the real estate constituting the site of the Project, which real estate is described in Exhibit C to the Agreement.

"Registered Bonds" means Bonds registered in the name of the holder, including coupon Bonds registered as to principal (except to bearer) and fully registered Bonds; and "fully registered Bonds" means Bonds without coupons registered as to both principal and interest.

"State" means the State of Indiana.

"Trustee" means the Trustee at the time serving under the Indenture, originally Indiana Bank and Trust Company, as Trustee, and any successor Trustee as determined or designated under or pursuant to the Indenture.

Any reference herein to the Issuer, to the Legislative Authority, or to any officers thereof, shall include any entity which succeeds to its or their functions, duties or responsibilities pursuant to or by operation of law. Any reference to a section or provision of the Indiana Constitution or the Act or to a section, provision or chapter of the Indiana Code of 1971, as supplemented and amended, shall include such section or provision or chapter as from time to time amended, modified, revised, supplemented, or superseded; provided, however, that no such change in the Constitution or laws (a) shall alter the obligation to pay the Bond service charges in

the amounts and manner, at the times, and from the sources provided in the Bond Legislation and the Indenture, except as otherwise herein permitted or (b) shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights of the Issuer or the Company under the Agreement or the Indenture.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa, and the terms "hereof", "hereby", "hereto", "hereunder", and similar terms, mean the Indenture.

End of Article I

A R T I C L E I I

FORM, EXECUTION, AUTHENTICATION, REGISTRATION AND EXCHANGE OF BONDS

Section 2.01 Form of Bonds and Temporary Bonds. The Project Bonds, coupons and Trustee's certificate of authentication shall be substantially in the forms set forth in the preambles to this Indenture with, in the case of Additional Bonds, such omissions, insertions and variations as may be authorized or permitted by the Bond Legislation authorizing, or supplemental indenture entered into in connection with, such Additional Bonds, all consistent with this Indenture.

The Project Bonds shall be designated "Economic Development First Mortgage Revenue Bonds (CSC Realty Project)", and shall be issued in such denominations and form, and shall contain such terms as set forth in the Bond Legislation.

Bonds of any series may initially be issued in temporary form exchangeable for definitive Bonds of the same series when ready for delivery. The temporary Bonds shall be of such denomination or denominations, without coupons, as may be determined by the Legislative Authority in accordance with the Bond Legislation, and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed and authenticated upon the same conditions and in substantially the same manner as the definitive Bonds. If temporary Bonds are issued, the Issuer will thereafter execute and furnish definitive Bonds and thereupon the temporary Bonds may be surrendered for cancellation in exchange therefor at the principal office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive coupon Bonds or definitive fully registered Bonds without coupons of the same series and maturity of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.02 Terms of Additional Bonds. Any series of Additional Bonds issued in accordance with Section 9 of the Bond Legislation shall have maturities, interest rates, interest payment dates, redemption provisions, denominations, registration provisions and other terms as provided in the Bond Legislation authorizing the issuance thereof, and the proceeds

thereof shall be held, invested and paid out as therein provided, provided that such terms and provisions shall not be otherwise inconsistent with this Indenture.

Section 2.03 Execution and Authentication of Bonds.
The Bonds and coupons shall be executed in the manner provided in the Bond Legislation authorizing such Bonds; provided, however, that such manner of execution shall not be inconsistent with any requirements of law or of this Indenture.

Neither any Bond nor any coupon thereto annexed shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Indenture unless and until an authentication certificate, substantially in the form hereinabove set forth in connection with the Project Bonds, shall have been duly endorsed upon such Bond. Such authentication by the Trustee upon any Bond shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered hereunder and is entitled to the security and benefit of this Indenture. Such certificate of the Trustee may be executed by any person duly authorized by the Trustee, but it shall not be necessary that the same person sign the authentication certificate on all of the Bonds.

The Trustee shall not authenticate or deliver any coupon Bonds unless all coupons annexed thereto and then matured shall have been detached and cancelled, except as may be permitted under Sections 2.04 and 2.05 hereof.

Section 2.04 Transfer, Exchange and Registration of Bonds. Unless otherwise provided in the Bond Legislation authorizing a particular series of Bonds, the Bonds are issuable as coupon Bonds registrable as to principal and also as fully registered Bonds in the same denominations as those in which the coupon Bonds of the same series have been authorized and any integral multiple thereof requested by the Bondholder. Each fully registered Bond shall be of a single maturity of the same series; provided, however, that the Fiscal Officer with approval of the Trustee may authorize issuance of one or more fully registered Bonds representing more than one maturity of the same series with appropriate changes in the bond form to cover more than one maturity, such authorization and approval in each case to be evidenced by the facsimile or original signature of the Fiscal Officer and authentication by the Trustee. Except as otherwise provided in the Bond Legislation, each fully registered Bond shall bear interest from its date and shall be dated as of the date of coupon Bonds of that series if authenticated prior to the first interest payment date for such series of Bonds, and otherwise shall be dated as

of the interest payment date next preceding the date of its authentication, unless authenticated upon an interest payment date in which case it shall be dated as of the date of its authentication; provided, however, that if at the time of authentication of any fully registered Bond interest thereon is in default, such Bond shall be dated as of the date to which interest has been paid.

Unless otherwise provided in the Bond Legislation, the principal of and any premium on all registered Bonds and coupon Bonds and the coupons appertaining thereto shall be payable at the corporate trust office of the Trustee, and payment of the interest on fully registered Bonds shall be made on each Interest Payment Date to the person appearing on the registration books hereinafter provided for as the registered holder thereof, by check or draft mailed or delivered by the Trustee to such registered holder at his address as it appears on such registration books.

Coupon Bonds, upon surrender thereof at the corporate trust office of the Trustee, as Bond Registrar, with all unmatured coupons and all matured coupons in default, if any, appertaining thereto may, at the option of the holder or registered holder thereof, be exchanged for an equal aggregate principal amount of fully registered Bonds of the same series and of any denomination or denominations authorized by this Indenture and the applicable Bond Legislation and bearing interest at the same rate and maturing on the same date or dates. Printing charges for printing of coupon Project Bonds, and any other fees or expenses associated with preparation thereof, shall be paid by the Company.

Fully registered Bonds, upon surrender thereof at the corporate trust office of the Bond Registrar, together with an assignment duly executed by the registered holder or his duly authorized attorney in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered holder thereof, be exchanged for coupon Bonds of the same series in an aggregate principal amount equal to the unmatured and unredeemed principal amount of such fully registered Bonds, bearing interest at the same rate and maturing on the same date or dates, with coupons attached representing all unpaid interest due or to become due thereon, or for fully registered Bonds of the same series of any denomination or denominations authorized by the applicable Bond Legislation in an aggregate principal amount equal to the unmatured and unredeemed principal amount of such fully registered Bonds, and bearing interest at the same rate and maturing on the same date or dates, or any combination of the foregoing, in each case at the expense of the Company as to printing and related costs of such exchange.

Title to any coupon Bond, unless such Bond is registered as to principal (except to bearer), and to any interest coupon shall pass by delivery. Unless otherwise provided in the applicable Bond Legislation, at the option of the holder, any coupon Bond may be registered as to principal on registration books which shall be kept and maintained for that purpose at the corporate trust office of the Bond Registrar, upon presentation thereof to the Bond Registrar which shall make notation of such registration thereon. Any such Bond registered as to principal (except to bearer) may thereafter be transferred only upon an assignment duly executed by the registered holder or his duly authorized attorney in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the Bond by the Bond Registrar. Such transfer may be to bearer and thereby transferability by delivery shall be restored, subject, however, to successive registrations and transfers as before.

Any fully registered Bond may be transferred only upon the books kept for the registration and transfer of Bonds, upon surrender thereof at the corporate trust office of the Bond Registrar together with an assignment duly executed by the registered holder or his duly authorized attorney in such form as shall be satisfactory to the Bond Registrar. Upon the transfer of any such fully registered Bond and on request of the Bond Registrar, the Issuer shall execute in the name of the transferee, and the Trustee shall authenticate and deliver, a new fully registered Bond or Bonds of the same series, of any denomination or denominations permitted by this Indenture and the applicable Bond Legislation, or coupon Bonds of the same series with coupons attached representing all unpaid interest due or to become due thereon, or a combination of the foregoing, in aggregate principal amount equal to the unmatured and unredeemed principal amount of such fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates.

In all cases in which Bonds shall be exchanged or fully registered Bonds shall be transferred hereunder, the Issuer shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Indenture. Except as otherwise provided in the applicable Bond Legislation as to the series of Bonds authorized by such Legislation, the Issuer and Bond Registrar may make a charge for every such exchange or transfer of Bonds sufficient to reimburse them for any tax, fee or other governmental charge required to be paid with respect to such exchange or to reimburse them for all other costs and expenses incurred in connection with such exchange or transfer, and such charge or

charges shall be paid by the Bondholder or Bondholders requesting such exchange or transfer before any such new Bond shall be delivered; provided, however, that if any fully registered Bonds shall have been initially delivered, in either temporary or definitive form, to the Original Purchaser of the same series of Bonds, there shall be no charge to the Original Purchaser for the exchange of such fully registered Bonds for coupon Bonds or for the exchange of temporary Bonds for definitive Bonds. Neither the Issuer nor the Bond Registrar shall be required to make any such exchange or transfer of any Bond during the ten days next preceding an Interest Payment Date on the Bonds of the same series or next preceding any selection of Bonds of the same series to be redeemed, or after such Bond has been selected for partial or complete redemption.

As to any coupon Bond registered as to principal or any fully registered Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of and premium, if any, on any such Bond and the interest on any such fully registered Bond shall be made only to or upon the order of the registered holder thereof or his duly authorized attorney in such form as shall be satisfactory to the Bond Registrar, and neither the Issuer, Bond Registrar nor any Paying Agent shall be affected by any notice to the contrary, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid. The Issuer, Bond Registrar and any Paying Agent may deem and treat the bearer of any coupon Bond which shall not at the time be registered as to principal or which shall be registered as to principal to bearer, and the bearer of any coupon appertaining to any coupon Bond whether such coupon Bond shall be registered as to principal or not, as the absolute owner of such Bond or coupon, as the case may be, whether such bond or coupon shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the Issuer, Bond Registrar nor any Paying Agent shall be affected by any notice to the contrary.

In case any fully registered Bond is redeemed in part only, the Issuer, on or after the redemption date and upon surrender of such Bond, shall cause execution of and the Trustee shall authenticate and deliver a new Bond or Bonds in authorized denominations and in aggregate principal amount equal to the unredeemed portion of such Bond.

So long as any of the Bonds remain outstanding, the Issuer will cause to be maintained and kept, at the corporate trust office of the Trustee as Bond Registrar, books for the aforesaid registration and transfer of Bonds except that as to any series of Bonds an additional or different Bond Registrar may be designated in the applicable Bond Legislation.

Section 2.05 Mutilated, Lost, Wrongfully Taken or Destroyed Bonds or Coupons. In the event any temporary or definitive Bond or coupon is mutilated, lost, wrongfully taken or destroyed, the Issuer shall execute and the Trustee shall authenticate a new Bond or coupon, as the case may be, of like date, maturity and denomination as that mutilated, lost, wrongfully taken or destroyed, which new Bond, if a coupon Bond, shall have attached thereto coupons corresponding in all respects to those (if any) on the Bond mutilated, lost, wrongfully taken or destroyed; provided that, in the case of any mutilated Bond or coupon, such mutilated Bond or coupon together with, if a Bond, all coupons (if any) appertaining thereto shall first be surrendered to the Trustee, and in the case of any lost, wrongfully taken or destroyed Bond or coupon, there shall be first furnished to the Issuer, the Company and the Trustee evidence of such loss, wrongful taking or destruction satisfactory to the Fiscal Officer, the Authorized Representative of the Company and the Trustee, together with indemnity satisfactory to them. In the event such lost, wrongfully taken or destroyed Bond or coupon shall have matured, instead of issuing a new Bond or coupon the Issuer, by its Fiscal Officer, may direct the Trustee to pay the same without surrender thereof upon the furnishing of the satisfactory evidence and indemnity as in the case of issuance of a new Bond or coupon. The Issuer and the Trustee may charge the holder of such Bond with their reasonable fees and expenses in connection with their action pursuant to this Section.

Every new Bond or coupon issued pursuant to this Section shall, with respect to such Bond or coupon, constitute an additional contractual obligation of the Issuer, whether or not the lost, wrongfully taken or destroyed Bond or coupon shall be found at any time, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds and coupons duly issued hereunder. All Bonds and coupons shall be held and owned on the express condition that the foregoing provisions of this Section are exclusive with respect to the replacement or payment of mutilated, lost, wrongfully taken or destroyed Bonds and coupons and shall preclude any and all rights or remedies, notwithstanding any law or statute existing or hereafter

enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

Section 2.06 Safekeeping and Cancellation of Bonds. Any Bond or any coupon surrendered for the purpose of payment or retirement, or for exchange, or for replacement or payment pursuant to Section 2.05, shall be cancelled upon surrender thereof to the Trustee or Paying Agents, provided, however, that any coupon Bond surrendered for exchange may, at the option of the Trustee, instead of being cancelled as provided above, be held in safekeeping by the Trustee for reissuance and may be reissued in an exchange pursuant to Section 2.04 hereof, and any such Bond and coupons appertaining thereto shall, if not so reissued, be cancelled by the Trustee immediately after maturity, and certification of such cancellation shall be made to the Issuer as provided in this Section. Any such Bonds and coupons cancelled by a Paying Agent other than the Trustee shall promptly be transmitted by such Paying Agent to the Trustee. Certification of such surrender and cancellation, and of any coupon Bonds held in safekeeping by the Trustee for reissuance pursuant to this Section, shall be made to the Issuer by the Trustee at least twice each calendar year. Unless otherwise directed by the Issuer or other lawful authority, cancelled Bonds and coupons shall promptly be destroyed by shredding or cremation by the Trustee, and certificates of such destruction (describing the manner thereof) provided by the Trustee to the Issuer.

Section 2.07 Delivery of the Project Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Project Bonds and deliver them to, or for the account of, the Original Purchaser thereof as may be directed by the Issuer as hereinafter in this Section 2.07 provided.

Prior to the delivery by the Trustee of any of the Project Bonds there shall be filed with the Trustee:

1. A copy, duly certified by the Clerk (or other appropriate officer) of the Legislative Authority, of the Bond Legislation authorizing the execution and delivery of the Indenture, Agreement and Assignment and the issuance and sale of the Project Bonds, and a copy, duly certified by the Secretary or Assistant Secretary of the Company, of the resolution or resolutions adopted by its Board of Directors authorizing the execution and delivery of the Agreement, the Note, and the Mortgage.

2. Original executed counterparts of the Indenture and the Agreement.

3. The original executed Note which will:

(a) be payable to the Issuer, and assigned to the Trustee;

(b) be issued in a principal amount equal to the aggregate principal amount of the Project Bonds;

(c) provide for payments of interest equal to the payments of interest on the Project Bonds;

(d) require payments of principal, any premium and/or prepayments equal to the payments of principal, and premium and/or sinking fund payments on the Project Bonds;

(e) require all payments on such Note to be made at least one business day prior to the date for the corresponding payments to be made on the Project Bonds;

(f) contain optional prepayment provisions and provisions in respect of the acceleration of principal and any premium corresponding to such provisions of the Project Bonds;

(g) be on a parity with all other Notes thereafter executed and delivered by the Company pursuant to the Agreement corresponding to any Additional Bonds.

4. An original executed counterpart of the Mortgage and the Assignment.

5. A written opinion or opinions, addressed to the Trustee, of one or more counsel acceptable to the Trustee to the effect that:

(a) the Indenture has been duly authorized, executed and delivered by the Issuer and constitutes a valid and legally binding instrument enforceable in accordance with its terms (except as the same may be subject to limitations upon the right to obtain judicial orders requiring specific performance and may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally), and the Project Bonds have been validly authorized and executed and are (or when authenticated and delivered will be) valid and legally binding special obligations of the Issuer in accordance with their terms (except as aforesaid);

(b) the Agreement, the Mortgage and the Assignment have each been duly authorized, executed and delivered and each constitute a valid and legally binding instrument enforceable in accordance with its terms, except as the same may be subject to limitations upon the right to obtain judicial orders requiring specific performance and may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting generally the enforcement of creditors' rights or the enforcement of the security provided by each of the Agreement, the Mortgage and the Assignment;

(c) the Note delivered under paragraph 3 above has been duly authorized, executed, delivered and assigned and is a valid and legally binding obligation of the Company except as stated in (b) above;

(d) all recordings and filings required to be made under the Bond Legislation authorizing the Project Bonds have been made; and

(e) all conditions precedent to the delivery of the Project Bonds and the Note have been fulfilled.

6. Written title evidence that the Trustee has a valid first mortgage upon the Project Site, subject only to Permitted Encumbrances, the Agreement and the Note. Such title evidence shall consist of (a) a standard form of title guaranty policy, or commitment therefor, in usual and customary form and issued by a title company authorized to transact business in the State, or (b) an ALTA form of loan policy of title insurance, or commitment therefor, issued by a title company authorized to transact business in the State. Such title guaranty or loan policy of title insurance shall be in a face amount equal to the cost of acquisition of the Project Site or equal to the reasonable valuation thereof as estimated by the Company, if acquired by the Company without cost or at nominal cost, plus the value of the improvements constructed or to be constructed thereon. Such title or loan policy or commitment therefor shall insure the Trustee against the possibility of filed or unfiled mechanics' or materialmens' liens and as to matters of survey.

7. A request and authorization to the Trustee on behalf of the Issuer, signed by the Executive or the Fiscal Officer, to authenticate and deliver the Project Bonds to, or on the order of, the Original Purchaser upon payment to the Trustee, but for account of the Issuer, of the sum specified therein plus accrued interest, which shall be deposited as provided in the Bond Legislation.

Section 2.08 Delivery of Additional Bonds. Before any Additional Bonds authorized by Section 9 of the Bond Legislation authorizing the Project Bonds shall be authenticated and delivered by the Trustee, there shall be filed with the Trustee those items required by the Bond Legislation, and:

1. A copy, duly certified by the Clerk of the Legislative Authority, of the Bond Legislation authorizing the issuance and sale of such Additional Bonds.

2. An original executed counterpart of any amendment or supplement to the Indenture and the Agreement.

3. A copy of the written request from the Company to the Issuer for issuance of the Additional Bonds and a copy, duly certified by the Secretary or Assistant Secretary of the Company, of the resolution or resolutions adopted by its Board of Directors authorizing the execution and delivery of a Note or Notes, if any, and any amendments or supplements to the Agreement, Mortgage and Indenture in connection with the issuance of such Additional Bonds.

4. The original executed Note or Notes with such variations in principal amounts, interest rates, interest payment and maturity dates and prepayment provisions as may be appropriate to correspond to such provisions of the Additional Bonds, which Note or Notes will:

(a) be payable to the Issuer and assigned to the Trustee;

(b) be issued in an aggregate principal amount equal to the aggregate principal amount of the Additional Bonds;

(c) provide for payments of interest equal to the payments of interest on the Additional Bonds;

(d) require payments of principal, any premium and/or prepayments equal to the payments of principal, any premium and/or sinking fund payments on the Additional Bonds;

(e) require all payments on such Note or Notes to be made at least five business days prior to the date for the corresponding payments to be made on the Additional Bonds;

(f) contain optional prepayment provisions and provisions in respect of the acceleration of principal and any premium corresponding to such provisions of the Additional Bonds; and

(g) be on a parity with all other Notes before or after executed and delivered by the Company pursuant to the Agreement corresponding to any Bonds.

5. An original executed counterpart of the mortgage, if any, supplemental to the Mortgage, and the assignment, if any, supplemental to the Assignment.

6. A written opinion or opinions of one or more counsel acceptable to the Trustee to the effect that:

(a) the indenture supplemental hereto providing for the issuance of the Additional Bonds has been duly authorized, executed and delivered by the Issuer and constitutes a valid and legally binding instrument enforceable in accordance with its terms (except as the same may be subject to limitations upon the right to obtain judicial orders requiring specific performance and may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally), and the Additional Bonds have been validly authorized and executed and are (or when authenticated and delivered pursuant to the request of the Issuer, will be) valid and legally binding special obligations of the Issuer in accordance with their terms (except as aforesaid);

(b) the Agreement, Mortgage and Assignment, each as amended or supplemented in connection with the issuance of the Additional Bonds, have been duly authorized, executed and delivered and each constitutes a valid and legally binding instrument enforceable in accordance with its terms, except as the same may be subject to limitations upon the right to obtain judicial orders requiring specific performance and may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting generally the enforcement of creditors' rights or the enforcement of the security provided by each of the Agreement, the Mortgage and Assignment, each as amended or supplemented as aforesaid;

(c) the Note or Notes delivered under paragraph 4 above have been duly authorized, executed, delivered and assigned and are valid and legally binding obligations of the Company, except as stated in (a) above;

(d) all recordings and filings required to be made under the Bond Legislation authorizing the Project Bonds and such Additional Bonds have been made; and

(e) all conditions precedent to the delivery of such Additional Bonds and the Note or Notes delivered under paragraph 4 above have been fulfilled.

7. Written title evidence that the Trustee has a valid first mortgage on the Project Site, subject only to Permitted Encumbrances, the Agreement and the Note. Such title evidence shall consist of (a) a standard form of title guaranty policy, or commitment therefor, in usual and customary form and issued by a title company authorized to transact business in the State, or (b) an ALTA form of loan policy of title insurance, or commitment therefor, issued by a title company authorized to transact business in the State. Such title guaranty or loan policy of title insurance shall be in the face amount equal to the cost of acquisition of such property or land or lands or interest therein, if any, or equal to the reasonable valuation thereof as estimated by the Company, if acquired by the Company without cost or at nominal cost, plus the value of the improvements constructed or to be constructed thereon. Such title policy or commitment therefor shall insure the Trustee against the possibility of filed or unfiled mechanics' or materialmens' liens and as to matters of survey.

8. A request and authorization to the Trustee on behalf of the Issuer, signed by the Executive or the Fiscal Officer, to authenticate and deliver such Additional Bonds to, or on the order of, the Original Purchaser thereof upon payment to the Trustee, but for the account of the Issuer, of the sum specified therein plus accrued interest, which shall be deposited as provided in the Bond Legislation authorizing such Additional Bonds.

9. The written consent of the Original Purchaser.

10. Such other documents as shall reasonably be required by nationally recognized bond counsel satisfactory to the Trustee.

When the foregoing documents have been duly filed and the Trustee shall have determined that no default exists with respect to any payment of principal, interest and premium due and payable under the Agreement, and the Additional Bonds have been executed and authenticated, the Trustee shall deliver them to or upon the order of the Original Purchaser thereof, but only upon payment to the Trustee of the specified sum and accrued interest set forth in the request and authorization referred to in paragraph 8 above in this Section.

The proceeds of the sale of the Additional Bonds, except as otherwise provided under any applicable provision of the Bond Legislation authorizing Project Bonds or the Bond Legislation authorizing such Additional Bonds, shall be deposited in a Construction Fund and used solely for the purpose of paying the costs for which such Additional Bonds shall have been issued. Moneys in the Construction Fund shall be withdrawn only upon requisitions executed and filed in accordance with the requirements of the applicable provisions of the Agreement.

End of Article II

ARTICLE III

REDEMPTION OF BONDS

Section 3.01 Privilege of Redemption and Redemption Price. The Bonds shall be subject to redemption prior to maturity at such times, to the extent and in the manner provided in the Loan Agreement, all subject to this Indenture.

Section 3.02 Issuer's Election to Redeem. The Issuer, except in the case of redemption pursuant to any mandatory sinking fund requirements or pursuant to other mandatory redemption provisions provided in the Bond Legislation, shall give written notice to the Trustee of its election to redeem in the manner provided in and in accordance with the applicable Bond Legislation, of the places where the amounts due upon such redemption are payable, and of the redemption date and of the principal amount of each maturity of each series of redeemable Bonds to be redeemed, which notice shall be given at least forty-five days prior to the redemption date or such shorter period as shall be acceptable to the Trustee. In the event notice of redemption shall have been given as in Section 3.03 provided, the Issuer shall, and hereby covenants that it will on or prior to the redemption date, if sufficient funds shall have been provided for the purpose by the Company under the Agreement, pay or cause to be paid to the Trustee an amount in cash which, in addition to other moneys, if any, available therefor held by the Trustee, will be sufficient to redeem at the redemption price thereof, plus interest accrued to the redemption date, all of the redeemable Bonds which the Issuer has so elected to redeem.

Section 3.03 Notice of Redemption. Notice of the call for any such redemption identifying by number the Bonds, or portions of fully registered Bonds, to be redeemed, the redemption price to be paid, the date fixed for redemption, and the places where the amounts due upon such redemption are payable, shall be given by publication at least twice in a newspaper or financial journal of national circulation published in the City of New York, New York, the first of which shall be published not less than thirty (30) days prior to the redemption date, and in the case of the redemption of Bonds at the time registered as to principal (except to bearer) or both principal and interest, upon mailing a copy of the redemption notice by registered or certified mail at least thirty (30) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books, provided, however, that failure to give

such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds. If all of said Bonds to be redeemed are at that time registered as to principal (except to bearer), notice by mailing given by registered or certified mail to the registered owner or owners thereof, at their addresses shown on the registration books, not less than thirty (30) days prior to the date fixed for redemption shall be sufficient, and published notice of the call for redemption need not be given; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds.

Prior to the date that the redemption notice is first published or mailed as aforesaid, funds shall be placed irrevocably with the Trustee to pay such Bonds and accrued interest thereon to the redemption date and the premium, if any. Upon the happening of the above conditions, the Bond, or portions thereof, thus called shall not thereafter bear interest, shall no longer be protected by this Indenture, and shall not be deemed to be outstanding under the provisions of this Indenture.

The Trustee shall redeem, in the manner provided in this Section 3.03, such an aggregate principal amount of such Bonds at the principal amount thereof plus the applicable premium, if any, and accrued interest to the redemption date as will exhaust as nearly as practicable such funds. Such redemption shall be by lot in such manner as may be designated by the Trustee unless otherwise provided herein.

Section 3.04 Payment of Redeemed Bonds. Notice having been given or waived in the manner provided in Section 3.03, the Bonds (and portions of fully registered Bonds) so called for redemption shall become due and payable on the redemption date at the redemption price, plus interest accrued to the redemption date, and, upon presentation and surrender thereof, together with all appurtenant coupons maturing on or subsequent to the redemption date, at the place or places specified in such notice, such Bonds (and portions of fully registered Bonds) shall be paid at the redemption price plus interest accrued to the redemption date not represented by matured coupons. All interest installments represented by coupons which shall have matured on or prior to the redemption date shall continue to be payable to the bearers of such coupons. If, on the redemption date, moneys for the redemption of all such Bonds (and portions of fully registered Bonds) to be redeemed, together with interest to the redemption date, are held by the Trustee so as to be available therefor on said date

and if notice of redemption shall have been given or waived as aforesaid, then, from and after the redemption date such Bonds (and portions of fully registered Bonds) so called for redemption shall cease to bear interest and all appurtenant coupons maturing subsequent to the redemption date, shall be void, and said Bonds (and portions of fully registered Bonds) and coupons shall no longer be considered as outstanding hereunder. If said moneys shall not be so available on the redemption date, such Bonds (and portions of fully registered Bonds) shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

All moneys deposited in the Bond fund and held by the Trustee or Paying Agents for the redemption of particular Bonds shall be held in trust for the account of the holders thereof and shall be paid to them respectively upon presentation and surrender of such Bonds and any appurtenant coupons.

End of Article III

A R T I C L E I V

FURTHER PROVISIONS AS TO FUNDS, PAYMENTS, PROJECT AND AGREEMENT

Section 4.01 Provisions for Payment. The Issuer hereby authorizes and directs the Trustee to (i) deposit payments received directly from the Company or pursuant to the Contract into the Bond Fund to the extent required for payment of principal of, premium (if any) and interest on the Bonds and to make deposits into the Debt Service Reserve Fund as necessary to maintain the balance therein required by the Bond Legislation, (ii) to remit to the Company, on a monthly basis, amounts remaining after making provision as set forth in clause (i); provided, however, that the Trustee shall remit to the Company only such funds, if any, as remain after the Trustee has deposited into the Bond Fund and Debt Service Reserve Fund any amounts which may be necessary to cover any deficiency in either such fund as a result of any partial or non-payment by the Company in any prior month, and (iii) to cause withdrawal of sufficient funds from the Bond Fund available for such purpose to pay the Bond service charges on the Bonds as the same become due and payable (whether at stated maturity or by redemption or pursuant to any mandatory sinking fund requirements), for the purposes of paying, or transferring necessary funds to Paying Agents to pay, said Bond service charges, and to make withdrawals from the Debt Service Reserve Fund as necessary to effect the purposes of such Fund, which authorization and direction the Trustee hereby accepts. The amounts to be deposited pursuant to clause (i) above shall be equal to the sum of the following items: (i) one-sixth (1/6) of the interest payable in respect of the Bonds on the next succeeding semiannual interest payment date, less any amount on deposit in the Bond Fund which is not attributable to prior deposits under this clause (i); (ii) one-twelfth (1/12) of the principal to become due on the Bonds on the next succeeding principal payment date until all Bonds are fully paid and retired; and (iii) any other amounts required under the Loan Agreement; provided, however, that the initial deposit shall be adjusted as necessary in order that succeeding payments may be made in the amounts provided in clauses (i) and (ii) of this sentence.

Section 4.02 Non-presentment of Bonds or Coupons. In the event any Bond shall not be presented for payment when the principal thereof becomes due, whether at maturity, at the date fixed for redemption thereof, or otherwise, or in the event any coupon shall not be presented for payment at the due date

thereof, if funds sufficient to pay such Bond or coupon shall have been made available to the Trustee for the benefit of the holder or holders thereof, all liability of the Issuer to the holder thereof for the payment of such Bond or coupon, as the case may be, shall thereupon cease and be completely discharged, and it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, in a separate account in the Bond Fund for the benefit of the holder of such Bond, or the holder of such coupon, as the case may be, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond or coupon; provided that any funds which shall be so held by the Trustee and which remain unclaimed by the holder of the Bond or coupon not presented for payment for a period of three years after such due date thereof, shall be paid to the Company free of any trust or lien and thereafter the holder of such Bond or coupon shall look only to the Company for payment and then only to the amounts so received by the Company without any interest thereon, and the Trustee shall have no further responsibility with respect to such moneys.

Section 4.03 Extension of Payment of Bonds and Coupons. The Issuer shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any of the coupons or claims for interest, by the purchase or funding of such Bonds, coupons or claims for interest or by any other arrangement, and in case the maturity of any of the Bonds or the time for payment of any such coupons or claims for interest shall be extended, such Bonds, coupons or claims for interest shall not be entitled in case of any event of default under this Indenture to the benefit of the Indenture or to any payment out of the funds (except funds held for the payment of particular Bonds, coupons or claims for interest pursuant to this Indenture held by the Trustee or any Paying Agent) except subject to the prior payment of the principal of all Bonds issued and outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended coupons or claims for interest. Nothing herein shall be deemed to limit the right of the Issuer to issue any duly authorized refunding Bonds and such issuance shall not be deemed to constitute an extension of maturity of Bonds.

Section 4.04 Payments to Trustee and Paying Agents. Pursuant to the provisions of the Agreement, the Company has agreed to pay to the Trustee, until the outstanding Bonds shall have been fully paid and discharged in accordance with the

provisions of the Indenture, the reasonable fees, charges and expenses of the Trustee, as Trustee (for Ordinary and Extraordinary Services and Expenses), Bond Registrar and Paying Agent, and of other Paying Agents, as and when the same become due; provided, that the Company may, without creating a default thereunder, contest in good faith the necessity for any such Extraordinary Services and Extraordinary Expenses and the reasonableness of any such fees, charges or expenses. The initial or acceptance fees of the Trustee and the fees, charges and expenses of the Trustee or other Paying Agents referred to in the first sentence of this Section, which may become due and payable during the Construction Period (as defined in the Agreement) may be paid by the Trustee from the Construction Fund as and when the same shall become due and payable as provided in the Agreement.

Section 4.05 Moneys to be Held in Trust. All moneys required or permitted to be deposited with or paid to the Trustee or any Paying Agent under any provision of this Indenture or the Agreement, and any investments thereof, shall be held by the Trustee or such Paying Agent in trust and, except for moneys deposited with or paid to the Trustee or any Paying Agent for the redemption of Bonds, notice of the redemption of which has been duly given, and moneys held by the Trustee pursuant to Section 4.02 hereof, shall, while held by the Trustee or Paying Agent, be subject to the lien hereof.

Section 4.06 Insurance and Condemnation Proceeds. In the event that Net Proceeds, or an amount equal to Net Proceeds, of any insurance or condemnation award shall be paid to the Trustee for the account of the Issuer and deposited in a special account other than the Bond Fund, in accordance with the provisions of Section 5.6 of the Agreement, the Trustee hereby agrees to accept and disburse such Net Proceeds or amount as directed by the Issuer with the consent of the Company. Any such Net Proceeds or amount equal thereto deposited in the Bond Fund in accordance with the provisions of said Section 5.6 shall be applied in the manner provided in Section 2.9 of the Agreement.

Section 4.07 Repayment to the Company from the Bond Fund. Except as provided in Section 4.02 of this Indenture, any amounts remaining in the Bond Fund, after all of the outstanding Bonds and coupons appertaining thereto shall be deemed to have been paid and discharged under the provisions of this Indenture, and the fees, charges and expenses of the Trustee and the Paying Agents and all other amounts required to be paid under this Indenture and the Agreement shall have been paid, shall be paid to the Company upon the expiration or

sooner termination of the Agreement, provided that nothing contained herein shall impair any right of the Issuer or the Trustee under the Agreement, this Indenture or law to recover from such amounts prior to such payment to the Company any loss, cost or expense incurred as a result of any default by the Company in any payment of Loan Payments.

Section 4.08 Records of Construction Fund. The Trustee shall cause to be kept and maintained adequate records pertaining to the Construction Fund and all disbursements therefrom. After the Project has been completed and a certificate of payment of all costs is filed as provided in Section 4.09 hereof, the Trustee shall, if requested by the Issuer or the Company, file an accounting thereof with the Issuer and with the Company.

Section 4.09 Completion of the Project. The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificates of the Project Supervisor and the Authorized Company Representative required by Section 3.3 of the Agreement. As soon as practicable after the certificates referred to in the preceding sentence are filed with the Trustee, any balance remaining in the Construction Fund (other than the amounts retained by the Trustee, as approved under the Agreement, for the payment of costs of the Project not then due and payable as provided in the Agreement) shall be deposited or applied in accordance with the direction of the Company pursuant to Section 4.2(g) of the Agreement. Unless otherwise provided in the Bond Legislation authorizing Additional Bonds, Section 4.08 and this Section shall apply to the Construction Fund created by such Bond Legislation.

Section 4.10 Amendments to Agreement Not Requiring Consent of Bondholders. The Issuer and the Trustee shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Agreement as may be required (i) by the provisions of the Agreement and this Indenture, (ii) in connection with the issuance of Additional Bonds as specified in Section 2.08 hereof, (iii) for the purpose of curing any ambiguity, inconsistency or formal defect or omission in the Agreement, or (iv) in connection with any other change therein which, in the judgment of the Trustee and the Issuer, is not to the prejudice of the Trustee, the Issuer or the holders of the Bonds.

Section 4.11 Amendments to Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 4.10 hereof, neither the Issuer nor the Trustee shall consent to (i) any amendment, change or modification of the Agreement which would change the Loan Payments under Section 2.1 of the Agreement or the Company's covenant not to affect adversely the tax-exempt status of the Bonds without publication of notice as provided in this Section of such proposed amendment, change or modification and the written approval or consent thereto of the holders of all of the then outstanding Bonds, or (ii) any other amendment, change or modification of the Agreement without publication of notice as provided in this Section of such proposed amendment, change or modification and the written approval or consent thereto of the holders of not less than 66-2/3% in aggregate principal amount of the Bonds then outstanding. Such approval or consent of the Bondholders shall be procured as provided in Section 7.02 hereof with respect to supplemental indentures. If at any time the Issuer and the Company shall request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement as provided in clause (i) or (ii) of the first sentence of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be published in the same manner as provided by Section 7.02 hereof with respect to notice of supplemental indentures, which notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the corporate trust office of the Trustee for inspection by all Bondholders. Such notice may be waived by the written consent of the holders of all of the then outstanding Bonds.

Section 4.12 Removal of Portions of Project. Reference is made to the provisions of the Agreement, including without limitation Section 5.2 thereof, whereby the Company may remove portions of the Project upon compliance with the terms and conditions of the Agreement. The Trustee shall, at the request of the Issuer or the Company and upon such provisions of the Agreement being complied with, certify that any such portions are no longer part of the Project for purposes of this Indenture.

A R T I C L E V

THE TRUSTEE AND PAYING AGENTS

Section 5.01 Trustee's Acceptance and Responsibilities. The Trustee hereby accepts the trusts imposed upon it by this Indenture and the Agreement, and agrees to perform the trusts and its obligations under this Indenture and the Agreement as an ordinarily prudent corporate trustee under a trust agreement, but only upon and subject to the following express terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and duties hereunder, and may in all cases pay reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Company), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action taken or not taken in good faith in reliance upon such opinion or advice. The Trustee shall, however, be responsible for loss or damage resulting from any negligence or willful default on its part.

(b) Except for its certificate of authentication on the Bonds, the Trustee shall not be responsible for any recital herein or in the Bonds, or for the validity, priority, recording or rerecording, filing or refiling of this Indenture or the Agreement or the Mortgage or the Assignment or any financing statements, amendments thereto or continuation statements, or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security hereof. The Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Company under the Agreement, except as hereinafter set forth; but the Trustee may require of the Issuer or the Company full information and advice as to the performance

of the covenants, conditions and agreements aforesaid. Except as otherwise provided in Section 6.03 hereof, the Trustee shall have no obligation to perform any of the duties of the Issuer under the Agreement.

(c) The Trustee shall not be accountable for the application by the Company of the proceeds of any Bonds authenticated or delivered hereunder.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the holder of any Bonds, shall be conclusive and binding upon all future holders of the same Bond and of Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer or the Company by an authorized officer thereof as sufficient evidence of the facts therein contained, and, prior to the occurrence of a default of which the Trustee has been notified as provided in paragraph (g) of this Section, or of which by said paragraph it is deemed to have notice, shall also be entitled to rely upon a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion obtain such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an officer, or an assistant thereto, having charge of the appropriate records to the effect that legislation or any resolution in the form therein set forth has been adopted by the Legislative Authority of the Issuer or by the Board of Directors of the Company, as conclusive evidence that such legislation or resolution has been duly adopted and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder, except events of default described in paragraphs (a) and (b) of Section 6.01 hereof, unless the Trustee shall be specifically notified by writing delivered to it of such default by the Issuer or the Company or by the holders of at least twenty-five percent in aggregate principal amount of Bonds then outstanding, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(h) The Trustee shall not be personally liable for any debts contracted, or for injury or damage to persons or to personal property, or for salaries or nonfulfillment of contracts, relating to the Project.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right fully to inspect the Project and any and all books, papers and records of the Issuer pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

(l) Before taking action under Article VI or Section 5.04 hereof, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default by reason of any action so taken.

(m) Unless otherwise provided herein, all moneys received by the Trustee under this Indenture shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law. The Trustee shall not be under liability for interest on any moneys received hereunder or for any losses on investments made pursuant to the Bond Legislation and this Indenture and not attributable to the negligence of the Trustee, except such as may be agreed upon with the Issuer or the Company.

Section 5.02 Fees, Charges and Expenses of Trustee and Paying Agents. Subject to the provisions of Section 4.04 hereof, the Trustee shall be entitled to payment from the Company of reasonable fees for its Ordinary Services rendered hereunder, together with reimbursement from the Company for all advances, counsel fees and other Ordinary Expenses reasonably and necessarily made or incurred by the Trustee in connection with such Ordinary Services and, in the event that it should become necessary that the Trustee perform Extraordinary Services, it shall be entitled to reasonable extra compensation therefor from the Company, and to reimbursement from the Company for reasonable and necessary Extraordinary Expenses in connection therewith; provided, that if such Extraordinary Services or Extraordinary Expenses are occasioned by the neglect or misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee and any Paying Agent shall also be entitled to payment and reimbursement, but only from the Construction Fund or from the Additional Payments by the Company pursuant to the Agreement or from Pledged Receipts available therefor, for their reasonable fees and charges as Paying Agents.

Section 5.03 Notice to Bondholders if Default Occurs. If a default occurs of which the Trustee has, pursuant to this Indenture, notice, then the Trustee shall give written notice thereof to the last known holders of all Bonds then outstanding as shown by the registration books maintained by the Trustee pursuant to Section 2.04 hereof.

Section 5.04 Intervention by Trustee. In any judicial proceeding to which the Issuer or the Company is a party and which in the opinion of the Trustee and its attorney has a substantial bearing on the interest of holders of the Bonds, the Trustee may intervene on behalf of the Bondholders and shall do so if requested in writing by the holders of at least twenty-five percent in aggregate principal amount of Bonds then outstanding; provided, that the Trustee shall be

entitled to reasonable compensation from the Bondholders or from the Company in such event. The rights and obligations of the Trustee under this Section are subject to the approval of such intervention by a court of competent jurisdiction.

Section 5.05 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it or any successor to it may be consolidated, or to which it may sell or transfer its assets and trust business as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the trust estate hereunder and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that any such successor Trustee shall be a trust company, a bank or a banking association authorized to exercise corporate trust powers within the State, having a reported capital and surplus of not less than \$25,000,000.

Section 5.06 Resignation by the Trustee. The Trustee may at any time resign from the trusts hereby created by giving sixty days' written notice thereof to the Issuer and to the Company and to the Original Purchaser of each series of Bonds then outstanding, and by publishing such notice at least once in the same manner as provided for in the Bond for publication of notice of call for redemption, not less than 45 days before such resignation is to take effect, and such resignation shall take effect at the appointment of a successor Trustee by the Bondholders or by the Issuer and acceptance by the successor Trustee of such trusts.

Section 5.07 Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee, to the Issuer, and to the Company and signed by or on behalf of the holders of not less than one-half in aggregate principal amount of Bonds then outstanding.

Section 5.08 Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the Issuer with the written

consent of the Company; provided that if a successor Trustee is not so appointed within ten days after notice of resignation is mailed or instrument of removal is delivered as provided in Sections 5.06 and 5.07, respectively, or within ten days after the Trustee is dissolved, taken under control or otherwise incapable of action as above provided, then the holders of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by or on behalf of such holders, may designate a successor Trustee. Every such successor Trustee appointed pursuant to the provisions of this Section shall be a trust company, a bank or a banking association in good standing, duly authorized to exercise corporate trust powers within the State, having a reported capital and surplus of not less than \$25,000,000 and willing to accept the trusteeship under the terms and conditions of this Indenture.

Section 5.09 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company, an instrument in writing accepting such appointment hereunder, and thereupon such successor without any further act shall become fully vested with all the rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of its successor or the Issuer, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder, and shall duly assign, transfer and deliver all property, securities and moneys held by it as Trustee to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Section 5.10 Successor Trustee as Custodian of Funds, Bond Registrar and Paying Agent. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be custodian of any funds it may hold pursuant to the Indenture, and cease to be Bond Registrar and Paying Agent for any of the Bonds, and the successor Trustee shall become such custodian, Bond Registrar and Paying Agent.

Section 5.11 Adoption of Authentication. In case any of the Bonds contemplated to be issued hereunder shall have been authenticated but not delivered, any successor Trustee may

adopt the certificate of authentication of the original Trustee or of any successor of it as Trustee hereunder and deliver the said Bonds so authenticated as hereinbefore provided; and in case any of such Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds either in the name of any predecessor or in its own name. In all such cases such certificate of authentication shall have the same force and effect as provided in the Bonds or in this Indenture with respect to the certificate of authentication of the Trustee.

Section 5.12 Trustee Protected in Relying Upon Instruments. Legislation, resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for its actions taken hereunder.

Section 5.13 Designation and Succession of Paying Agents. The Trustee and the other banks or trust companies, if any, designated as Paying Agent or Paying Agents in the Bond Legislation pertaining to a particular series of Bonds shall be the Paying Agent or Paying Agents for the applicable series of Bonds, and in the absence of such designation the Trustee shall be the sole Paying Agent.

Any bank or trust company with or into which any Paying Agent other than the Trustee may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Indenture. If the position of such Paying Agent shall become vacant for any reason, the Issuer shall, within thirty days thereafter, appoint a bank or trust company located in the same city as such Paying Agent to fill such vacancy; provided, however, that if the Issuer shall fail to appoint such Paying Agent within said period, the Trustee shall make such appointment.

The Paying Agents shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in Section 5.01 hereof with respect to the Trustee, insofar as such provisions may be applicable.

Section 5.14 Dealing in Bonds. The Trustee and Paying Agents and any of their directors, officers, employees or agents, may in good faith become the owners of Bonds and coupons secured hereby with the same rights which it or they would have hereunder if not the Trustee or Paying Agent.

Section 5.15 No Transfer of Note or Notes held by the Trustee. Except as required to effect an assignment to a successor trustee, or in the event of default under the Agreement or this Indenture the Trustee shall not sell, assign, pledge or transfer the Note or Notes held by it, and the Trustee is authorized to enter into an agreement with the Company to such effect.

End of Article V

A R T I C L E V I
DEFAULT PROVISIONS AND REMEDIES
OF TRUSTEE AND BONDHOLDERS

Section 6.01 Defaults; Events of Default. If any of the following events occur, subject to the provisions of Section 6.10 hereof, it is hereby defined as and declared to be and to constitute an "event of default" hereunder:

(a) Failure to pay any interest on any Bond when and as the same shall have become due and payable;

(b) failure to pay the principal of or any premium on any Bond when and as the same shall become due and payable, whether at stated maturity or by acceleration or by mandatory or optional redemption;

(c) failure by the Issuer to perform or observe any other covenant, agreement or condition on the part of the Issuer contained in this Indenture or in the Bonds, which failure shall have continued for a period of 30 days after written notice, by registered or certified mail, to the Issuer and to the Company specifying the failure and requiring the same to be remedied, which notice may be given by the Trustee in its discretion and which notice shall be given by the Trustee at the written request of the holders of not less than twenty-five percent in aggregate principal amount of Bonds then outstanding;

(d) the occurrence of an event of default as defined in Section 9.1 of the Agreement except as otherwise provided in said Section 9.1, or;

(e) the Company shall be ejected from the Project or Project Site or any part of either and the use and occupancy thereof by reason of a defect in title to the Project or Project Site, or for any other reason.

The term "default" hereunder means any event specified in clauses (a) to (e), inclusive, of this Section or in Section 9.1 of the Agreement, in each case exclusive of any notice or period of grace required to constitute such default an "event of default" as therein provided.

If an event of default shall occur, the Trustee shall within five days after knowledge of such event of default, give written notice, by registered or certified mail, of such event of default to the Issuer, the Company and each Original Purchaser.

Section 6.02 Acceleration. Upon the occurrence of any event of default as defined in Section 6.01 hereof, the Trustee may and upon the written request of the holders of at least a majority in aggregate principal amount of Bonds then outstanding shall (a) by notice in writing delivered to the Issuer, declare the principal of all Bonds then outstanding (if not then due and payable) and the interest accrued thereon to be due and payable immediately and, upon said declaration, such principal and any premium and interest shall become and be immediately due and payable, (b) cause the Issuer to declare all Loan Payments to be immediately due and payable pursuant to Section 9.2(a) of the Agreement, and (c) immediately exercise such rights as it may have as the holder of the Note or Notes for the benefit of the Bondholders, including without limitation, if applicable, the right to accelerate all payments of principal of, premium (if any) and interest on the Note or Notes. Pursuant to such acceleration, interest on the Bonds shall accrue to the date determined by the Trustee for the tender of payment to the Bondholders pursuant to such declaration of acceleration.

Except where the event of default results from the failure of the Company to make a Loan Payment at or before the time and in amount adequate, as determined at the time of payment, to meet the requirements of Section 2.1 of the Agreement, the provisions of the above paragraph are subject to the condition that if, at any time after such principal and any premium and interest shall have been so declared due and payable and prior to (a) the entry of a judgment in a court of law or equity for enforcement hereunder or (b) the appointment, and the confirmation thereof, of a receiver after an opportunity for hearing by the Issuer and the Company, all sums payable hereunder except the principal of, and interest accrued after the next preceding Interest Payment Date on the Bonds which have not reached their stated maturity dates and which are due and payable solely by reason of said declaration shall have been duly paid or provided for by deposit with the Trustee or Paying Agents and all existing defaults shall have been made good, including without limitation reasonable fees, charges and expenses of the Trustee and its counsel and of the holders of the Bonds, including reasonable fees of counsel paid or incurred, then and in every such case such payment or provisions for payment shall ipso facto constitute a waiver of

such default and its consequences and an automatic rescission and annulment of such declaration under the above paragraph, but no such waiver or rescission shall extend to or affect any subsequent event of default or impair any rights consequent thereon.

Section 6.03 Other Remedies; Rights of Bondholders.
Upon the happening and continuance of an event of default the Trustee may, with or without taking action under Section 6.02 hereof, pursue any available remedy, including without limitation actions at law or in equity, to enforce the payment of Bond service charges or to remedy any event of default.

Upon the happening and continuance of an event of default, and if requested so to do by the holders of at least a majority in aggregate principal amount of Bonds then outstanding and being indemnified, at its option, as provided in Section 5.01 hereof, the Trustee shall exercise such of the rights and powers conferred by this Section and by Section 6.02 as the Trustee, being advised by counsel, shall deem most effective to enforce and protect the interests of the Bondholders.

No remedy conferred upon or reserved to the Trustee (or to the Bondholders) hereby is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing.

No delay or omission to exercise any right or power accruing upon any default or event of default shall impair any such right or power or shall be construed to be a waiver of any such default or event of default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereon.

The Trustee, as the assignee of all right, title and interest of the Issuer in and to the Agreement and the Note and the Mortgage, shall enforce each and every right granted to the Issuer under the Agreement and the Note and the Mortgage. In exercising such rights and the rights given the Trustee under this Article VI, the Trustee shall take such action as, in the judgment of the Trustee, applying the standards described in Section 5.01 hereof, would best serve the interests of the Bondholders.

Section 6.04 Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the holders of a majority in aggregate principal amount of Bonds then outstanding shall have the right at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided that the Trustee shall be indemnified to its satisfaction.

Section 6.05 Appointment of Receivers. Upon the occurrence of an event of default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under this Indenture, the Agreement, the Assignment, the Mortgage and the Note, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Pledged Receipts, pending such proceedings, with such power as the court making such appointment shall confer.

Upon the occurrence of an event of default, to the extent such rights may then lawfully be waived, neither the Issuer, nor the Company, nor anyone claiming through or under either of them, shall set up, claim, or seek to take advantage of any stay, extension, moratorium or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, but the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent it may lawfully do so, the benefit of all such laws and all right of redemption to which it may be entitled.

Section 6.06 Application of Moneys. All moneys received by the Trustee or a receiver pursuant to any right given or action taken under the provisions of this Article shall, subject to any provision made pursuant to Sections 3.04 or 4.02 hereof, after payment of the fees, charges, costs, expenses, liabilities and advances incurred by the Trustee or receiver, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

- (a) Unless the principal of all the Bonds shall have become or have been declared due and payable, all such moneys shall be applied:

First--To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of maturity of the installments of such interest beginning with the earliest such maturity and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege except as to any difference in the respective rates of interest specified in the Bonds; and

Second--To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds previously called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture) whether at maturity or by call for redemption, in the order of their due dates and beginning with the earliest such due date, with interest on such Bonds from the respective dates upon which they became due and if the amount available shall not be sufficient to pay in full all Bonds due on any particular date, together with such interest, then to the payment thereof ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable pursuant to this Article, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege except as to any difference in the respective rates of interest specified in the Bonds.

(c) If the principal of all the Bonds shall have been declared due and payable pursuant to this Article, and if such declaration shall thereafter have been rescinded and annulled under the provisions of Sections 6.02 and 6.10 hereof, then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates, and for which moneys are available, shall cease to accrue. The Trustee shall give notice as it may deem appropriate of the deposit with it of any moneys and of the fixing of any such date, and shall not be required to make payment to the holder of any unpaid coupon or any Bond until such coupon or such Bond and all unmatured coupons, if any, appertaining to such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

The provisions of this Section are in all respects subject to the provisions of Section 4.03 hereof.

Whenever all Bonds and interest thereon have been paid under the provisions of this Section and all fees, expenses and charges of the Trustee and Paying Agents and all other expenses payable under the Indenture have been paid, any balance remaining in the Bond Fund shall be paid as provided in Section 4.07 hereof.

Section 6.07 Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds or coupons may be enforced by the Trustee without the possession of any of the Bonds or coupons or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall be for the benefit of the holders of the outstanding Bonds and coupons, subject, however, to the provisions of this Indenture.

Section 6.08 Rights and Remedies of Bondholders. No holder of any Bond or coupon shall have any right to institute any suit, action or proceeding for the enforcement of this Indenture or for the execution of any power or trust thereof or for the appointment of a receiver or any other remedy hereunder, unless an event of default hereunder has occurred and is continuing, of which the Trustee has been notified as provided in Section 5.01(g), or of which by said paragraph it

is deemed to have notice, and the holders of at least a majority in aggregate principal amount of Bonds then outstanding shall have made written request to the Trustee and shall have afforded the Trustee reasonable opportunity to proceed to exercise the powers or trusts hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in Section 5.01, and the Trustee shall thereafter fail or refuse to exercise the powers or trusts hereinbefore granted or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds or coupons shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, or their action or to enforce any right hereunder except in the manner herein provided and that proceedings shall be instituted, had and maintained in the manner herein provided and for the benefit of the holders and owners of all Bonds then outstanding. Subject to the foregoing, each Bondholder shall have a right of action to enforce the payment of the principal of and interest on any Bond held or owned by him at and after the maturity thereof at the place, from the sources and in the manner in said Bond expressed.

Section 6.09 Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue unimpaired as before.

Section 6.10 Waivers of Events of Default. At any time, the Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal, and shall do so upon the written request of the holders of (1) at least a majority in aggregate principal amount of all the Bonds then outstanding in respect of which an event of default in the payment of Bond service charges exists, or (2) at least a majority in aggregate principal amount of all Bonds then outstanding in case of any other event of default; provided, however, that there shall not

be waived any event of default described in paragraphs (a) or (b) of Section 6.01 hereof or any such declaration in connection therewith rescinded, unless at the time of such waiver or rescission payment of the amounts provided in Section 6.02 hereof for waiver and automatic rescission in connection with acceleration of maturity have been made or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such event of default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other event of default, or impair any right consequent thereon.

End of Article VI

A R T I C L E V I I

SUPPLEMENTAL INDENTURES

Section 7.01 Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into indentures supplemental to this Indenture and financing statements or other instruments evidencing the existence of a lien and/or security interests as shall not, in the opinion of the Issuer and the Trustee, be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(a) To cure any ambiguity, inconsistency or formal defect or omission in the Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) To subject additional revenues, additional Notes or interests in real or personal property to the liens and pledge of the Indenture;

(d) To add to the covenants and agreements of the Issuer contained in the Indenture other covenants and agreements thereafter to be observed for the protection of the Bondholders, or to surrender or limit any right, power or authority reserved to or conferred upon the Issuer in the Indenture, including the limitation of rights of redemption so that in certain instances Bonds of different series will be redeemed in some prescribed relationship to one another;

(e) To evidence any succession to the Issuer and the assumption by such successor of the covenants and agreements of the Issuer contained in the Indenture, the Agreement and the Bonds;

(f) To modify, amend or supplement the Indenture in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or to comply with any similar requirements of any other law; and

(g) In connection with the issuance of Additional Bonds in accordance with Section 2.08 hereof and Section 9 of the Bond Legislation for the Project Bonds.

Section 7.02 Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures referred to in Section 7.01 hereof and subject to the terms and provisions and limitations contained in this Section, and not otherwise, the holders of not less than 66-2/3% in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in any other Section or provision of this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental to the Indenture as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture; provided, however, that nothing in this Section or elsewhere shall permit, or be construed as permitting, a supplemental indenture providing for (a) an extension of the maturity of the principal or of the interest on any Bond, or a reduction in the principal amount of any Bond or the rate of interest or redemption premium thereon, or a reduction in the amount or extension of the time of any payment required by any mandatory sinking fund requirements provided for in the Bond Legislation, without the consent of the holder of each Bond so affected, or (b) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture, without the consent of the holders of all of the then outstanding Bonds.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, if any coupon Bonds are at the time outstanding, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be published as shall be requested by the Issuer and in any event at least one time (a) in a newspaper of general circulation within the boundaries of the State and (b) in a newspaper or financial journal of general circulation published in the City and State of New York. If because of temporary or permanent suspension of publication or of general circulation, or for any other reason, it is impossible or impractical to publish such notice in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of notice. On or before the date of the first publication of such notice, the Trustee shall also cause a similar notice to be mailed by first-class mail, postage prepaid, to the Original Purchaser of each series of Bonds, to all registered holders of Bonds then

outstanding at their addresses as they appear on the registration books herein provided for, and to all other Bondholders whose names and addresses appear on any list of Bondholders maintained by the Trustee. The Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to mail, or the failure of such Bondholder to receive, the notice required by this Section, and any such failure shall not affect the validity of such supplemental indenture when consented to and approved as provided in this Section. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the office of the Trustee for inspection by all Bondholders. Such notice or notices may be waived by an instrument or concurrent instruments executed by the holders or owners of all Bonds at the time outstanding.

If within such period, not exceeding three years, as shall be prescribed by the Issuer, following the first publication of such notice, the Trustee shall receive an instrument or instruments purporting to be executed by the holders of not less than 66-2/3% in aggregate principal amount of the Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice as on file with the Trustee, thereupon, but not otherwise, the Trustee shall execute such supplemental indenture in substantially such form, without liability or responsibility to any holder of any Bond, whether or not such holder shall have consented thereto.

Any such consent shall be binding upon the holder of the Bond giving such consent and, anything in Section 9.01 hereof to the contrary notwithstanding, upon any subsequent holder of such Bond and of any Bond issued in exchange thereof (whether or not such subsequent holder has notice thereof), unless such consent is revoked by the holder of such Bond giving such consent or by a subsequent holder thereof by filing with the Trustee, prior to the execution by the Trustee of such supplemental indenture, such revocation and, if such Bond or Bonds are transferable by delivery, proof that such Bonds are held by the signer of such revocation in the manner permitted by Section 9.01. At any time after the holders of the required percentage of Bonds shall have filed their consents to the supplemental indenture, the Trustee shall make and file with the Issuer a written statement that the holders of such required percentage of Bonds have filed such consents. Such written statement shall be conclusive that such consents have been so filed.

If the holders of the required percentage in aggregate principal amount of the Bonds outstanding shall have consented to and approved the execution thereof as herein provided, no holder of any Bond shall have any right to object to the execution of such supplemental indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof.

Section 7.03 Consent of the Company. Anything herein to the contrary notwithstanding, a supplemental indenture under this Article VII which affects any rights or obligations of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any supplemental indenture together with a copy of the proposed supplemental indenture to be mailed as provided in Section 9.04 hereof to the Company at least ten days before the date of its proposed execution and delivery in the case of a supplemental indenture referred to in Section 7.01 hereof, and not later than five days after the first publication of the notice of the proposed execution and delivery in the case of a supplemental indenture provided for in Section 7.02 hereof.

Section 7.04 Authorization to Trustee; Effect of Supplement. The Trustee is authorized to join with the Issuer in the execution of any supplemental indenture provided for in this Article and to make the further agreements and stipulations which may be contained therein. Any supplemental indenture executed in accordance with the provisions of this Article shall thereafter form a part of the Indenture; all the terms and conditions contained in any such supplemental indenture as to any provision authorized to be contained therein shall be deemed to be part of the terms and conditions of the Indenture for any and all purposes; this Indenture shall be and be deemed to be modified and amended in accordance therewith; and the respective rights, duties and obligations under this Indenture of the Issuer, the Company, the Trustee, Paying Agents and all holders of Bonds then outstanding shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modifications and amendments. Express reference to such executed supplemental indenture may be made in the text of any Bonds issued thereafter, if deemed necessary or desirable by the Trustee or the Issuer. A copy of any supplemental indenture provided for in this Article, except such as may be entered into pursuant to clause (g) of Section 7.01 hereof, shall be mailed by the Trustee to the Original Purchaser of each and every series of Bonds affected thereby.

Section 7.05 Opinion of Counsel. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it, who may be counsel for the Issuer, as conclusive evidence that any such proposed supplemental indenture complies with the provisions of this Indenture, and that it is proper for the Trustee, under the provisions of this Article, to join in the execution of such supplemental indenture.

Section 7.06 Modification by Unanimous Consent. Notwithstanding anything contained elsewhere in this Indenture, the rights and obligations of the Issuer and of the holders of the Bonds and coupons, and the terms and provisions of the Bonds and coupons and this Indenture or any supplemental indenture, may be modified or altered in any respect with the consent of the Issuer and the consent of the holders of all of the Bonds then outstanding and, if required by Section 7.03 hereof, the consent of the Company. Provided, however, that the Trustee shall not be obligated to enter into any supplemental indenture or other instrument which adversely affects the Trustee's own rights, duties or immunities under this Indenture or otherwise (except to the extent required in the case of a supplemental indenture entered into under Section 7.01(f) hereof.)

End of Article VII

ARTICLE VIII

DEFEASANCE

Section 8.01 Release of Indenture. If the Issuer shall pay or cause to be paid and discharged all the outstanding Bonds and coupons appertaining thereto, or there shall otherwise be paid to the holders of the outstanding Bonds and coupons all Bond service charges due or to become due thereon, and provision shall also be made for paying all other sums payable hereunder by the Issuer or by the Company, then and in that event this Indenture (except for Sections 4.01, 4.02, 4.07 and 8.02 hereof) shall cease, determine and become null and void, and the covenants, agreements and other obligations of the Issuer hereunder shall be discharged and satisfied, and thereupon the Trustee shall release this Indenture and the Mortgage, including the cancellation and discharge of the liens hereof and thereof, and execute and deliver to the Issuer such instruments in writing as shall be requisite to satisfy such liens and to enter on the records such satisfaction and discharge and such other instruments to evidence such release and discharge as may be reasonably required by the Issuer; and the Trustee and Paying Agents shall assign and deliver to the Issuer any property, other than the Note or Notes, at the time subject to the lien of this Indenture which may then be in their possession, except amounts in the Bond Fund required to be paid to the Company under Section 4.07 hereof, or to be held by the Trustee and Paying Agents under Section 4.02 hereof or otherwise for the payment of Bond service charges.

Section 8.02 Payment and Discharge of Bonds and Coupons. All the outstanding Bonds and coupons of one or more series or of one or more maturities within any series shall be deemed to have been paid and discharged within the meaning of this Indenture, including, without limitation, Section 8.01 hereof, if:

(a) the Trustee and the Paying Agents shall hold, in trust for and irrevocably committed thereto, sufficient moneys, or

(b) the Trustee shall hold, in trust for and irrevocably committed thereto, direct obligations of or obligations guaranteed by, the United States certified by an independent public accounting firm of national reputation to be of such maturities and interest payment dates and to bear such interest as will, without further investment or reinvestment of either the principal amount

thereof or the interest earnings therefrom (likewise to be held in trust and committed, except as hereinafter provided), be sufficient together with moneys (if any) referred to in (a) above,

for the payment, at their maturities or redemption dates, of all Bond service charges thereon to the date of maturity or redemption, as the case may be, or if default in such payment shall have occurred on such date then to the date of the tender of such payment; provided, that if any of such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given or irrevocable provision satisfactory to the Trustee shall have been duly made for the giving of such notice. Any moneys held by the Trustee in accordance with the provisions of this Section may be invested by the Trustee, but only in direct obligations of, or obligations guaranteed by, the United States the maturities or redemption dates of which, at the option of the holder, shall coincide as nearly as practicable with, but not later than, the time or times at which said moneys will be required for the aforesaid purposes. Any income or interest earned by, or increment to, the investments held under this Section shall, to the extent determined from time to time by the Trustee to be in excess of the amount required to be held by it for the purposes of this Section, be transferred at the time of such determination as provided in Section 4.07 hereof for transfers of remaining amounts in the Bond Fund. In the event of nonpresentment as referred to in Section 4.02 hereof, the moneys held pursuant to this Section to which Section 4.02 would apply but for the release of this Indenture shall be held and paid as provided for in said Section 4.02. Bonds so paid and discharged shall thereafter be secured solely by the moneys and investments so deposited and held for their payment, and shall no longer be secured by the Pledged Receipts or a lien upon the Project, Project Site and Note or Notes, provided that if payment or provision therefor has been made in accordance with this Section 8.02 with respect to all the Bonds of any series of Bonds or of one or more maturities within any series, the Trustee shall surrender the Note or Notes relating to such Bonds to the Company or cancel the pertinent installments of the principal sum thereof, in accordance with the provisions of Section 8.7 of the Agreement.

In the event that this Indenture is satisfied and discharged in accordance with the first paragraph of this Section and Section 8.01 hereof, the holders of any Bonds then outstanding, the maturity or redemption dates thereof having not then arrived, shall have the right (to the extent that such will not result in insufficient moneys to pay Bond service charges on other Bonds and coupons at maturity or redemption) as of and on any Interest Payment Date to surrender said Bonds

and all coupons, if any, appertaining thereto to a Paying Agent designated in such Bonds, and, upon such surrender, to be paid the principal amount of any Bond surrendered, plus the redemption premium, if any, held in accordance with this Section on account of the surrendered Bond, plus interest accrued on any such Bond so surrendered computed to such Interest Payment Date; provided that such right may be exercised only after the holders of any such Bonds and coupons to be surrendered have given written notice to the Trustee, at least sixty days before the Interest Payment Date on which they request such payment, of their intent to so surrender the Bonds and coupons for such payment and setting forth in such notice the Bonds and coupons to be surrendered. If any Bond or coupon as to which such notice of intent has been given is not surrendered on or before such Interest Payment Date, surrender thereof for payment need not be accepted for a period of one year from said date. The Trustee shall give notice within thirty days after such discharge and satisfaction of this Indenture, by one publication in the same manner as provided in the Bonds for publication of notice of call for redemption, to the holders of such Bonds and coupons provided for in this paragraph of their rights under this paragraph, and shall also mail a copy of such notice to all registered owners of then outstanding Bonds at their addresses as they appear on the registration books provided for in Section 2.04 hereof and to holders of all other then outstanding Bonds whose names and addresses appear on any list of Bondholders maintained by the Trustee; provided that failure so to publish or mail any such notice shall not impose any liability on the Trustee nor affect the satisfaction and discharge of the Indenture.

End of Article VIII

A R T I C L E I X

MISCELLANEOUS

Section 9.01 Instruments of Bondholders. Any consent, request, direction, approval, objection or other instrument required by the Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction, who by law has power to take acknowledgments within such jurisdiction, that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of the holding by any person of Bonds transferable by delivery or of coupons and the amounts and numbers of such Bonds or coupons, and the date of the holding of the same, may be proved by a certificate executed by any trust company, bank or banker, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank or to such banker, as the property of such party, the Bonds and/or coupons therein mentioned, if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Bonds or coupons have been deposited with a bank, banker or trust company before taking any action based on such ownership. In lieu of the foregoing the Trustee may accept other proofs of the foregoing as it shall deem appropriate. For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary. The fact of ownership of Bonds registered as to principal (except to bearer) shall be proved by the registration books maintained by the Bond Registrar.

Nothing contained herein shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it deems to be sufficient. Any request or consent of the holder of any Bond shall bind every future holder of the same Bond, and any coupons appertaining thereto, in respect to anything done or suffered to be done by the Issuer, the Trustee or any Paying Agent in pursuance of such request or consent.

Section 9.02 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from the Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto, the Company and the holders of the Bonds and coupons, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Company and the holders of the Bonds and coupons as herein provided.

Section 9.03 Severability. In case any clause, provision or section of this Indenture, or in case any covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under this Indenture, or any application thereof, is for any reason held to be illegal, invalid or inoperable, such illegality or invalidity or inoperability shall not affect the remainder thereof or any other clause, provision or section of this Indenture or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under this Indenture, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein, nor shall such illegality or invalidity or inoperability or any application thereof affect any legal and valid and operable application from time to time, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent from time to time permitted by law.

Section 9.04 Notices. Except as provided in Section 6.01 hereof, it shall be sufficient service or giving of any notice, request, complaint, demand or other paper if the same shall be duly mailed by registered or certified mail, postage prepaid, addressed to the Notice Address. Duplicate copies of each notice, certificate or other communication given hereunder by the Issuer, Trustee or the Company to one or both of the others shall also be given to the others. The Issuer,

the Company, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, but no such notice shall thereby be required to be sent to more than two addresses.

Section 9.05 Payments Due on Sundays and Holidays.

In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be a Sunday or a day on which the Trustee or any Paying Agent is required, or authorized or not prohibited, by law (including executive orders) to close and is closed, then payment of such interest or principal and any redemption premium need not be made by such Paying Agent on such date but may be made on the next succeeding business day on which such Paying Agent is open for business with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 9.06 Priority Over Other Liens.

This Indenture is given in order to secure funds to pay for new acquisition, construction or reconstruction and by reason thereof it is intended that this Indenture shall be superior to any liens which may be placed upon the Bond or Construction Funds.

Section 9.07 Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the Issuer contained in the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Issuer or its Legislative Authority in his individual capacity, and neither the members of the Legislative Authority nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 9.08 Power to Issue Bonds and Make Pledges.

The Issuer is duly authorized pursuant to law to create and issue the Bonds and coupons and enter into this Indenture and to pledge the Pledged Receipts, the Bond Fund and all its right, title and interest in and under the Agreement, the Note and the Mortgage in the manner and to the extent provided in this Indenture. The Bonds and coupons are and will be the valid and legally enforceable special obligations of the Issuer and the provisions of this Indenture are and will be the valid

and legally enforceable obligations of the Issuer, all in accordance with their terms and the terms of this Indenture. The Issuer shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Pledged Receipts, the Bond Fund and all its right, title and interest in and under the Agreement, the Note and the Mortgage and all the rights of the Bondholders under this Indenture against all claims and demands of all persons whomsoever.

Section 9.09 Binding Effect. This instrument shall inure to the benefit of and shall be binding upon the Issuer and the Trustee and their respective successors and assigns, subject, however, to the limitations contained in the Indenture.

Section 9.10 Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.11 Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

Section 9.12 Governing Law. This Indenture, the Bonds and any coupons appertaining thereto shall be deemed to be contracts made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

End of Article IX

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Trust Indenture to be executed in their respective names by their duly authorized officers, all as of the day and year first above written.

THE CITY OF FT. WAYNE, INDIANA

(SEAL)
Attest:

By _____
Winfield C. Moses, Jr., Mayor

Charles W. Westerman, Clerk

INDIANA BANK AND TRUST COMPANY,
TRUSTEE

By _____

Attest: _____

(SEAL)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

On this _____ day of _____, 1981, before me, _____, a Notary Public, in and for and a resident of the state and county aforesaid, personally appeared Winfield C. Moses. Jr. and Charles W. Westerman, with both of whom I am personally acquainted, and who, upon their oaths, acknowledged themselves to be the Mayor and Clerk, respectively, of the City of Ft. Wayne, Indiana, one of the within named bargainers, and that they as such Mayor and Clerk, being authorized so to do, executed the foregoing instrument for the purposes contained therein by subscribing thereto the name of said City and attesting the official seal of said City by themselves as such Mayor and Clerk, respectively.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public
A resident of Allen County,
Indiana

(SEAL)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

On this _____ day of _____ 1981, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, respectively, of _____ and _____, respectively, of Indiana Bank and Trust Company, the banking corporation which executed the foregoing instrument as Trustee, who acknowledged that the seal affixed to said instrument is the seal of said corporation, that they did sign said instrument as such officers, respectively, for and on behalf of said corporation and by authority granted in its rules and regulations and by its Board of Directors; and that the same is their free act and deed as such officers, respectively, and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public
A resident of Allen County,
Indiana

(SEAL)

CERTIFICATE OF RECORDER

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, _____, the duly elected,
qualified and acting Recorder of Allen County, Indiana, hereby
certify that on the _____ day of _____ 1981, there
was filed in my office for recording an executed counterpart of
the attached instrument and that the fee for the recording of
said instrument was paid in full on said date.

I further certify that said instrument was recorded as
Instrument No. _____, and now appears of record, of which
record I am the legal custodian.

Dated the date first above written.

Recorder
Allen County, Indiana

(SEAL)

\$375,000

LOAN AGREEMENT RELATING TO
CSC REALTY
COMMERCIAL FACILITY

BETWEEN

THE CITY OF FT. WAYNE, INDIANA

AND

CSC REALTY

\$375,000

ECONOMIC DEVELOPMENT FIRST MORTGAGE REVENUE BONDS

(CSC REALTY PROJECT)

DATED AS OF:

March 15, 1981

The interest of the City of Ft. Wayne, Indiana in this Loan Agreement has been assigned to Indiana Bank and Trust Company, as Trustee under the Trust Indenture dated as of March 15, 1981, from the City of Ft. Wayne, Indiana.

This instrument prepared by:

Ronal R. Newbanks
TAFT, STETTINIUS & HOLLISTER
600 Dixie Terminal Building
Cincinnati, Ohio 45202

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LOAN AGREEMENT

Between

THE CITY OF FT. WAYNE, INDIANA

And

CSC REALTY

THIS LOAN AGREEMENT made and entered into as of the fifteenth day of March 1981, between the THE CITY OF FT. WAYNE, INDIANA, (hereinafter referred to as the "Lender"), a municipal corporation organized and existing under the Constitution and laws of the State of Indiana and operating herein pursuant to the provisions of Title 18, Chapter 6, Article 4.5 of the Indiana Code of 1971, as supplemented and amended, and particularly Section 18-6-4.5-11(f) thereof, to carry out the public purposes of the Lender and of the State of Indiana and CSC REALTY (hereinafter referred to as the "Company"), an Indiana general partnership.

W I T N E S S E T H :

WHEREAS, Title 18, Chapter 6, Article 4.5, Section 11(f) of the Act (as hereinafter defined), authorizes the making of direct loans by any municipality to users or developers of economic development facilities for the cost of acquisition, construction or installation of such facilities, including land, machinery or equipment, in order to increase employment and promote the diversification of commerce; and

WHEREAS, upon recommendation of the Ft. Wayne Economic Development Commission, the Lender has, by the adoption of an ordinance, determined to issue its Economic Development Revenue Bonds (CSC Realty Project) in the principal amount of \$375,000 (hereinafter sometimes referred to as the "Project Bonds"); and

WHEREAS, the Lender has caused all actions to be taken which are required by the Act for the authorization, issuance and sale of the Project bonds; and

WHEREAS, the Company and the Lender each have full right and lawful authority to enter into this Loan Agreement (hereinafter referred to as the "Agreement", and, when the

context permits, references herein to this Agreement shall be deemed to include amendments hereto) and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows, provided, that any obligation of the Lender created by or arising out of this Agreement shall never constitute a debt or a pledge of the faith and credit or the taxing power of the Lender, the State of Indiana or any political subdivision or taxing district thereof, but shall be payable solely out of Pledged Receipts as herein defined, anything herein contained to the contrary by implication or otherwise notwithstanding:

ARTICLE I

DEFINITIONS

Section 1.1 General. In addition to the words and terms elsewhere defined in this Agreement, certain words and terms as used in this Agreement shall have the meanings given to them by the definitions and descriptions in this Article I unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined. Those words and terms not specifically defined herein and used in this Agreement and Article I as defined words or terms shall have the meanings set forth in the Indenture, as defined herein.

Section 1.2 Definitions. The following words and terms are defined terms under this Agreement:

"Act" means Sections 18-6-4.5-1 to 18-6-4.5-30, inclusive, of the Indiana Code of 1971, as supplemented and amended.

"Additional Bonds" means the Additional Bonds as defined in the Indenture.

"Additional Payments" means the amounts required to be paid by the provisions of Section 2.2 hereof.

"Assignment" means the Assignment of Mortgage and Security Agreement of even date herewith from the Lender to the Trustee.

"Authorized Company Representative" means any person from time to time designated to act on behalf of the Company by written certificate furnished to the Lender and the Trustee, containing the specimen signature of such person and signed on behalf of the Company by a general partner of the Company. Such certificate may designate an alternate or alternates who shall have the same authority, duties and powers as such Authorized Representative.

"Authorized Lender Representative" means the person from time to time designated to act on behalf of the Lender by written certificate furnished to the Company and the Trustee, containing the specimen signature of such person and signed on behalf of the Lender by an officer of its Legislative Authority. Such certificate may designate an alternate or alternates who shall have the same authority, duties and powers as the Authorized Lender Representative.

"Bonds" means the Project Bonds and any Additional Bonds issued and to be issued pursuant to the Indenture.

"Bond Fund" means the Bond Fund created in the Bond Legislation.

"Bond Fund Payment" means as to the Project Bonds an amount equal to the interest accrued on the Project Bonds from their date to the date of their delivery to the Original Purchaser and payment therefor and as to the Additional Bonds the amount specified in the Bond Legislation authorizing such Additional Bonds, provided that the Bond Fund Payment for any Additional Bonds shall not be less than an amount equal to the interest accrued on such Additional Bonds from their date to the date of delivery of such Additional Bonds to their Original Purchaser and payment therefor.

"Bond Legislation" means the ordinance adopted by the Legislative Authority of the Lender authorizing the Project Bonds, except that when used with reference to an issue of Additional Bonds it shall mean the aforesaid ordinance to the extent applicable and other legislation providing for the issuance of such Additional Bonds, and except that when used with reference to Bonds when Additional Bonds are outstanding, it shall mean the ordinance first referred to above and the Bond Legislation providing for the issuance of Additional Bonds, all as the same may from time to time be lawfully amended, modified or supplemented.

"Bond Redemption Date" means any date, other than an Interest Payment Date, upon which Bonds shall be redeemed pursuant to the Indenture.

"Code" means the Internal Revenue Code of 1954, as amended, and with respect to a specific section thereof such reference shall be deemed to include (i) the regulations promulgated under such section, (ii) any successor provision of similar import hereafter enacted, (iii) any corresponding provisions of any subsequent Internal Revenue Code, and (iv) the regulations promulgated under the provisions described in (ii) and (iii).

"Company" means CSC Realty, an Indiana general partnership, and its successors and assigns, including any surviving, resulting or transferee entity as provided in Section 6.3 hereof.

"Completion Date" means the date specified in the certificate of the Project Supervisor to be furnished with respect to the Project pursuant to Section 3.3 hereof.

"Construction Fund" means the Construction Fund created in the Bond Legislation.

"Construction Period" means the period between the beginning of the acquisition, construction and installation of the Project or the date on which the Project Bonds are delivered to the Original Purchaser, whichever is earlier, and the Completion Date.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund created in the Bond Legislation.

"Determination of Taxability" means the final adoption of legislation or regulations or a final determination, decision, decree, ruling or technical advice by any judicial or administrative authority or the issuance of a statutory notice of deficiency by the Internal Revenue Service as a result of the limitations provided by Section 103(b)(6) of the Code having been exceeded, any of which has the effect of requiring interest on the Bonds to be included in the gross income for Federal income tax purposes of the holder or registered owner of the Bonds (other than a holder or registered owner who is a "substantial user" of the Project or a "related person" as those terms are used in Section 103(b)(9) of the Code). A decision or ruling by any judicial or administrative authority shall not be considered final for the purposes of this definition until the expiration or waiver of all periods for judicial review or appeal, as the case may be, in which review or appeal the Company has participated or has had an opportunity to participate. Such determination shall be deemed to have occurred upon receipt by the Trustee of evidence thereof.

"Engineer" means an engineer or engineering firm or an architect or architectural firm qualified to practice the profession of engineering or architecture under the laws of the State, and who or which is acceptable to the Trustee and is not an officer or full-time employee of the Lender, the Company, or any related entity.

"Event of Taxability" means the occurrence of circumstances which a Determination of Taxability shall have found to have occurred, or which shall constitute a Determination of Taxability, and which result in the interest payable on the Bonds becoming includable in the gross income

for Federal income tax purposes of the holder or registered owner of the Bonds (other than a holder or registered owner who is a "substantial user" of the Project or a "related person" as those terms are used in Section 103(b)(9) of the Code), such occurrence of circumstances relating to a specific point in time.

"Indenture" means the Trust Indenture between the Lender and the Trustee, of even date herewith, as the same may be duly amended, modified or supplemented in accordance with the provisions thereof.

"Independent Counsel" means any attorney or firm of attorneys acceptable to the Trustee and who (and none of whom in the case of a firm) is not an officer or a full-time employee of the Lender, the Company, or any related entity.

"Interest Payment Date" means, as to the Project Bonds, the fifteenth day of each March and September, commencing September 15, 1981 and, as to Additional Bonds, the date or dates identified as such in the Bond Legislation authorizing such Additional Bonds.

"Interest Rate for Advances" means a rate which is one percent in excess of the base rate of interest charged at any given time by the Trustee in its lending capacity as a commercial bank on loans to its most credit-worthy borrowers.

"Legislative Authority" means the Common Council of the Lender.

"Lender" means The City of Ft. Wayne, Indiana.

"Loan" means the loan by the Lender to the Company of the proceeds from the sale of the Project Bonds to the Original Purchaser, after deducting the Bond Fund Payment as the same may hereafter be increased with the proceeds from the sale of Additional Bonds.

"Loan Payment Date" means each Bond Redemption Date, each Interest Payment Date and each Principal Payment Date.

"Loan Payments" means the amounts required to be paid by the provisions of Section 2.1 hereof, as the same may hereafter be amended or supplemented.

"Mortgage" means the Mortgage and Security Agreement of even date herewith, pertaining to the Project Site and the Project from the Company to the Lender, and any amendments or supplements thereto.

"Net Proceeds" means, as to any insurance proceeds or any condemnation award, the amount remaining after deducting therefrom all expenses (including attorneys' fees and any Extraordinary Expenses of the Trustee) incurred in the collection of such proceeds or award.

"Note" or "Notes" means the Promissory Note of even date herewith, constituting an unconditional promise of the Company to repay the Loan to the Lender, which Note shall be in substantially the form attached hereto as Exhibit A, and any additional promissory Note or Notes executed and delivered with respect to Additional Bonds.

"Notice Address" means:

(a) As to the Lender:

City of Ft. Wayne, Indiana
City-County Building
Ft. Wayne, Indiana 46802
Attention: Mayor

(b) As to the Trustee:

Indiana Bank and Trust Company
915 South Clinton Street
Ft. Wayne, Indiana 46801
Attention: Corporate Trust Department

(c) As to the Company:

CSC Realty
2314 Lake Avenue
Ft. Wayne, Indiana 46805

or such different address notice of which is given under Section 10.3 hereof, but no such notice shall thereby be required to be sent to more than two addresses.

"Original Purchaser" means, as to the Project Bonds, The Cincinnati Insurance Company and, as to any Additional Bonds, the person or persons identified as such in the Bond Legislation providing for the issuance of such Additional Bonds.

"Plans and Specifications" means the plans and specifications for the Project, as revised from time to time as in this Agreement provided.

"Pledged Receipts" means (a) the Loan Payments, including the payments of principal of and interest and any premium on the Note, (b) subject to the provisions of Sections

3.04 and 8.02 of the Indenture with respect to the Trustee holding moneys for the benefit of the holders of particular Bonds, all other moneys received by the Lender or the Trustee for the account of the Lender, pursuant to the Agreement or in respect to the Loan, (c) the proceeds of the Bonds including any moneys deposited in the Construction Fund and Debt Service Reserve Fund, and (d) the income and profit from the investment of the Loan Payments and such moneys.

"Principal Payment Date" means, as to the Project Bonds, the fifteenth day of March, 2000, and as to Additional Bonds, the date or dates identified as such in the Bond Legislation authorizing such Additional Bonds.

"Project" means the real, personal, or real and personal property, including undivided or other interests therein, identified in Exhibit B hereto, or in or pursuant to any amendments hereto or in the certificates of the Authorized Company Representative and the Project Supervisor given pursuant to Section 3.3 hereof, or acquired, constructed or installed as a replacement or substitution therefor or an addition thereto, or as may result from a revision of the Plans and Specifications in accordance with the provisions of this Agreement.

"Project Bond" or "Project Bonds" means the Bonds initially issued by the Lender pursuant to the Indenture and designated "Economic Development First Mortgage Revenue Bonds (CSC Realty Project)".

"Project Purposes" means the purposes of an economic development facility as described in the Act.

"Project Site" means the real estate constituting the site of the Project, which real estate is described in Exhibit C hereto.

"Project Supervisor" means any person (including an officer or employee of the Company) from time to time designated to supervise the Project hereunder by written certificate furnished to the Lender and Trustee, containing the specimen signature of such person and signed on behalf of the Company by a general partner of the Company. Such certificate may designate an alternate or alternates who shall have the same authority, duties and powers as such Project Supervisor. In the event that all such incumbents become unavailable or unable to act and the Company fails to designate at least one replacement within ten days after such unavailability or inability to act, the Trustee may appoint a successor who shall

be any architect or engineer qualified to practice the profession of architecture or engineering under the laws of the State.

"Reserve Fund Payments" means the payments to be made by the Company to the Trustee pursuant to Section 2.2(d) of this Agreement.

"State" means the State of Indiana.

"Termination Date" means March 15, 2000, subject to earlier termination as herein provided.

"Trustee" means the bank or trust company at the time serving as Trustee under the Indenture, initially Indiana Bank and Trust Company, Ft. Wayne, Indiana.

Section 1.3 Construction. Any reference herein to the Lender shall include any entity which succeeds to its functions, duties or responsibilities pursuant to or by operation of law. Any reference to a section or provision of the Constitution of the State, the Act, or to a section, provision or chapter of the Indiana Code of 1971, as supplemented and amended, shall include such section or provision or chapter as from time to time amended, modified, revised, supplemented or superseded; provided, however, that no such change in the Constitution or laws shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights of the Lender or the Company under this Agreement. Any reference to the Company shall include any surviving, resulting or transferee entity permitted by Section 6.3 hereof.

Unless the context shall otherwise indicate, words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, words importing the singular number shall include the plural number, and vice versa, and the terms "hereof", "hereby", "hereto", "hereunder", and similar terms mean this Agreement.

All accounting terms not otherwise defined herein shall have the meanings assigned to them in accordance with generally accepted accounting principles.

The title to any section in this Agreement shall not be controlling with respect to the subject matter contained therein but is for convenience of reference only.

End of Article I

A R T I C L E I I

THE LOAN; LOAN PAYMENTS AND ADDITIONAL PAYMENTS; COMPANY TO EXECUTE AND DELIVER NOTE

Section 2.1 Amount and Terms of the Loan; the Note.
The Lender agrees, subject to the terms and conditions in this Agreement, to lend to the Company the proceeds from the sale of the Project Bonds, after deducting the Bond Fund Payment as provided in the Bond Legislation. Such proceeds shall be deposited with the Trustee and disbursed in accordance with the provisions of Section 4.2 hereof in payment of costs of the Project and Project Site and costs of issuance and sale of the Project Bonds.

Concurrently with the issuance of the Project Bonds, the Company agrees to and shall execute and deliver a Note in substantially the form attached hereto as Exhibit A, evidencing the obligation of the Company to repay the loan made by the Lender. Such Note shall be dated as of the date of this Agreement and payable to the order of the Lender for the principal amount of the Loan, in installments payable in the amounts and on the dates set forth in Exhibit A hereto, until the principal amount of the Loan is paid in full, the unpaid balance from time to time of such principal amount bearing interest payable as set forth in Exhibit A hereto. Such amounts of principal and interest (together with any premium on the Note) shall together constitute the Loan Payments. The Lender, its successors and assigns, shall endorse on the reverse side of the Note an appropriate notation evidencing the date and amount of each principal payment or prepayment made with respect thereto by the Company.

Each Loan Payment due as prescribed below with respect to a Loan Payment Date which is a Principal Payment Date shall be reduced by any balances on deposit with the Trustee in the Bond Fund attributable to accrued interest paid upon delivery of the Project Bonds, to investment earnings on Loan Payments theretofore deposited and not previously so applied to reduce a Loan Payment, but only to the extent such amount is in excess of the amounts required (i) for payment of Bonds theretofore matured or theretofore called for redemption, (ii) for payment of past due interest in all cases where such Bonds or coupons have not been presented for payment, and (iii) to be deposited in the Bond Fund by the Indenture and to be used pursuant thereto for other than the payment of the interest or any premium on or principal of the Bonds (whether at maturity or by redemption or pursuant to any mandatory sinking fund requirements) on the next Principal Payment Date.

All Loan Payments made hereunder on account of principal and interest and any premium on the Note shall be made directly to the Trustee at its corporate trust office at least one business day prior to the applicable Loan Payment Date, for the account of the Lender for deposit in the Bond Fund.

In any event, the sum of the Loan Payments payable under this Section shall be sufficient to pay the total amount due with respect to the principal of, premium (if any) and interest on the Bonds as and when due, whether at the stated maturity thereof or pursuant to call for an optional or mandatory redemption thereof, and if at any time when said payments are due the balance in the Bond Fund is insufficient to make such payments, the Company will forthwith pay to the Trustee, for the account of the Lender for deposit into the Bond Fund, any such deficiency. Provided, that if at any time all the outstanding Bonds and coupons (if any) are paid and discharged within the meaning of the Indenture, the Company shall not be obligated to make any further Loan Payments under the provisions of this Section. All payments made pursuant to this Section shall be made in such manner and at such times as shall be necessary to assure that the Trustee shall receive such payments in sufficient time to permit payment of the amounts of the principal of, and interest and any premium on the Bonds when the same shall respectively become due and payable (whether at maturity or by call for redemption).

For purposes of calculating interest from time to time due on the Loan, no monthly installment of the balance due thereon shall be deemed paid until the Principal Payment Date on which such installment is applied to payment of the Project Bonds, whether at maturity or by reason of mandatory sinking fund redemption.

Section 2.2 Additional Payments. The Company agrees to make Additional Payments as follows:

- (a) To the Lender, as reimbursement for any and all costs, expenses and liabilities paid by the Lender in satisfaction of any obligations of the Company hereunder not performed in accordance with the terms hereof by the Company.
- (b) To the Lender, as reimbursement for or prepayment of expenses paid or to be paid by the Lender and requested by the Company, or required by this Agreement or the Indenture or incurred in enforcing

the provisions of this Agreement or the Indenture, or incurred in defending any action or proceedings with respect to the Project, this Agreement or the Indenture, or arising out of or based upon any other document related to the issuance of the Bonds which are not otherwise required to be paid by the Company under this Agreement.

- (c) To the Trustee, as payment of its Ordinary Fees and Ordinary Services, the reasonable fees, charges and expenses of the Trustee as trustee, bond registrar and paying agent, and of any other paying agent on the Bonds under the Indenture all as provided in the Indenture, as and when the same become due; provided that the Company may, without creating a default hereunder, contest in good faith the necessity for any Extraordinary Services and Extraordinary Expenses as such terms are defined in the Indenture, and the reasonableness of any such fees, charges or expenses.
- (d) To the Trustee, the Company shall make monthly payments in addition to the Loan Payments, in an amount equal to the difference between the amount of the monthly Loan Payment and the sum of \$5,000 (such payment is hereinafter referred to as the "Reserve Fund Payment"). Each Reserve Fund Payment shall be credited by the Trustee to the Debt Service Reserve Fund created under the Bond Legislation and shall be used for the purposes for which such Debt Service Reserve Fund was created, as provided in the Bond Legislation. The Reserve Fund Payment shall cease when the aggregate amount accumulated in the Debt Service Reserve Fund at any time, whether from payments made by the Company hereunder, from any other amount deposited in the Debt Service Reserve Fund pursuant to the terms of the Bond Legislation, from interest income received by the Trustee from the investment of such funds, or from any other source, shall equal \$56,250.00. If after such maximum amount is deposited in the Debt Service Reserve Fund, the Debt Service Reserve Fund is depleted for any reason, the Reserve Fund Payments shall again be due and payable until the maximum amount of \$56,250.00 is again accumulated, at which time Reserve Fund Payments shall again cease. The Trustee shall notify the Company when the amount on deposit in the Debt Service Reserve Fund is \$56,250.00 and payments to the Debt Service Reserve Fund shall terminate until such time as additional deposits are necessary to cause the

amount on deposit therein to be \$56,250.00. At no time shall the amount on deposit in the Debt Service Reserve Fund be more than \$56,250.00.

Notwithstanding any provision herein, the Lender shall not pay any cost, expense or liability of the Company under this Agreement or the Indenture unless it shall have first afforded the Company an opportunity to make any such payment; provided that the Company may, without creating a default hereunder, contest in good faith the necessity or the reasonableness of any such cost, expense or liability (other than any amount which represents principal of or interest or any premium on any Bonds).

Section 2.3 Notes. In addition to the Note described in Section 2.1 hereof, a Note or Notes in an aggregate principal amount equal to the principal amount of any Additional Bonds will be executed and delivered by the Company in a form substantially similar to the form of the Note attached hereto as Exhibit A, with the necessary and appropriate variations, omissions and insertions as permitted and required by this Agreement as amended and supplemented. All Notes shall:

- (a) provide for payments of interest equal to the payments of interest on the corresponding Bonds;
- (b) require payments of principal or prepayments, or both, and any premium equal to the payments of principal or sinking fund payments, or both, and any premium on the corresponding Bonds;
- (c) require all payments on such Notes to be made on or prior to the due date for the corresponding payments to be made on the corresponding Bonds;
- (d) contain optional and mandatory prepayment provisions and provisions in respect of the optional and mandatory acceleration or prepayment of principal and any premium corresponding with the redemption provisions of the corresponding Bonds; and
- (e) be on a parity with all other Notes theretofore or thereafter executed and delivered by the Company pursuant to this Agreement as the same may be amended or supplemented in connection with issuance of any Bonds.

Upon payment in full of the principal of and interest and any premium on any or all Bonds, whether at maturity or by redemption or otherwise, and the surrender thereof to, and cancellation thereof by, the Trustee, or upon provision for the payment thereof having been made in accordance with the provisions of the Indenture, (i) the Notes, issued concurrently with such Bonds, of the same maturity, bearing the same interest rate and in an amount equal to the aggregate principal amount of such Bonds so surrendered and cancelled or for the payment of which provision has been made, shall be deemed fully paid and the obligations of the Company thereunder terminated and such Note shall be surrendered by the Lender or the Trustee to the Company, and shall be cancelled by the Company, or (ii) in the case of one Note, an appropriate notation shall be endorsed on the reverse side thereof evidencing the date and amount of the principal payment or prepayment equal to the Bonds so paid, or with respect to which provision for payment has been made and such Note shall be surrendered by the Lender or the Trustee to the Company for cancellation if all Bonds shall have been paid (or provision made therefor) and cancelled as aforesaid. Unless the Company is entitled to a credit under express terms of this Agreement or the Indenture, all payments on each Note shall be in the full amount required thereunder. Each Note shall be payable to the Lender and shall not be negotiated by the Lender, except to effect assignment thereof to the Trustee and to any successor trustee under the Indenture.

Section 2.4 Security for Payment of the Note or Notes. As security for payment of the Note or Notes, the Company will, concurrently with the execution and delivery of the Note and the issuance of the Project Bonds, mortgage to the Lender the Project Site and the Project and all right, title and interest of the Company in the Project pursuant to the terms of the Mortgage. Pursuant to Section 4.01 of the Indenture, the Trustee shall pay to the Company, on a monthly basis, any balance remaining with the Trustee after provision for payment of principal of, premium (if any) and interest on the Project Bonds on the next succeeding principal or interest payment date, and after making any necessary deposit in the Debt Service Reserve Fund.

Section 2.5 Assignment of Payments, Notes and Mortgage. The Lender will, as security for payment of the Bonds, concurrently with the issuance of the Bonds, pledge and assign to the Trustee all right, title and interest of the Lender in and to the payments under the Note and the Lender's rights under this Agreement to receive the Loan Payments, including the right to receive payments under such Note, and hereby covenants and agrees with the Company to pledge, assign

and deliver the Note issued pursuant to Section 2.1 hereof to the Trustee. The Lender hereby authorizes and directs the Company, and the Company hereby agrees, to pay all Loan Payments directly to the Trustee at its corporate trust office for the account of the Lender and for deposit in the Bond Fund. Additional Payments shall be paid directly to the person or entity to whom or to which they are due.

In addition, the Lender will, as further security for payment of the Bonds, concurrently with the issuance of the Project Bonds, assign to the Trustee all its right, title and interest in the Mortgage pursuant to the Assignment.

The Company acknowledges that it has approved the Indenture and hereby agrees and consents to the assignments described herein and to the other assignments and pledges made in the Indenture by the Lender.

Section 2.6 Obligations Unconditional. The obligations of the Company to make payments pursuant to this Agreement and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, subject to Article IX hereof insofar as applicable. Until such time as all conditions provided in the Indenture for release of the Indenture are met, the Company (i) will not suspend or discontinue any payments pursuant to the Note or Notes or this Agreement, (ii) will perform and observe all of its other agreements contained in this Agreement, and (iii) except as provided in Article VIII hereof, will not terminate this Agreement for any cause including, without limiting the generality of the foregoing, failure to complete the Project, failure of title to the Project or Project Site or any portion thereof, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, or any portion thereof, commercial frustration of purpose, any change in the tax or other laws or administrative rulings of or administrative actions by or under authority of the United States of America or of the State or any failure of the Lender to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement or the Indenture. Nothing contained in this Section shall be construed to release the Lender from the performance of any of the agreements on its part contained in this Agreement, and in the event the Lender should fail to perform any such agreement on its part, the Company may institute such action against the Lender as the Company may deem necessary to compel performance or recover its damages for nonperformance so long as such action shall not do violence to the agreements on the part of the Company contained

in the next preceding sentence. The Company may, however, at its own cost and expense and in its own name or, to the extent lawful, in the name of the Lender, prosecute or defend any action or proceeding or take any other action involving third persons which the Company deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Lender hereby agrees to cooperate fully with the Company so far as lawful, but at the Company's expense, and to take all action necessary to effect the substitution of the Company for the Lender in any such action or proceeding if the Company shall so request, or if the Lender shall determine such action to be in its interest. This provision shall not be construed to require cooperation by the Lender with the Company in any labor dispute.

Section 2.7 Past Due Loan Payments and Additional Payments. In the event that the Company should fail to pay any Loan Payments or Additional Payments, the payment in default shall continue as an obligation of the Company until the amount in default shall have been fully paid and during the default period shall bear interest at the Interest Rate for Advances; provided, however, that notwithstanding anything herein to the contrary the rate of interest on any Loan Payment in default shall not be less than the rate of interest on the Bonds to which such Loan Payment relates.

Section 2.8 Redemption of Bonds. The Lender, at the written request at any time of the Company, and upon provision first made for the Lender's expenses, if any, shall forthwith take all steps that may be necessary under the applicable redemption provisions of the Indenture to effect the redemption of all or part of the then outstanding Bonds, as may be specified by the Company, on the earliest redemption date on which such redemption may be made under such applicable provisions. This provision shall not apply to any mandatory redemption of Bonds effected in accordance with the Indenture.

Section 2.9 Application of Certain Proceeds. Any amount deposited in the Bond Fund pursuant to Section 4.2(g)(ii) or 5.6 hereof shall, if such will not in the opinion of nationally recognized bond counsel or under a ruling of the Internal Revenue Service adversely affect the exemption from Federal income tax of the interest paid on the Bonds, be credited against the next succeeding Loan Payment.

Section 2.10 Optional and Mandatory Prepayment of Loan Payments. The Company shall have the option to prepay the Loan in full and without premium or penalty but with accrued interest to the date of such prepayment on the amount prepaid, upon the happening of an event described in Section 8.2 of this

Agreement. The Company shall be required to prepay the Loan in full and without premium or penalty but with accrued interest to the date of such prepayment on the amount prepaid, upon the happening of an event described in Section 8.3 of this Agreement which event was not a cause of a Determination of Taxability resulting from a default by the Company under Section 6.8 of this Agreement. The Company shall be required to prepay the Loan in full with a premium of 10% on the amount prepaid plus accrued interest to the date of such prepayment on the amount prepaid, if and when the interest on the Project Bonds shall have become subject to Federal income tax because of a Determination of Taxability as a result of a default by the Company under Section 6.8 of this Agreement. Unless the Company shall have made proper provision for the prepayment of the Loan in full within six months following the date of the Event of Taxability, the amount payable with respect to a prepayment resulting from a Determination of Taxability shall be increased by an amount equal to 2% of the principal amount of all Project Bonds then outstanding for each six-month period, or any part thereof, from the date of the Event of Taxability to the date of prepayment. With respect to the Project Bonds not outstanding on the date of the Determination of Taxability, but which were outstanding on the date of the Event of Taxability, the amount payable shall be increased by an amount equal to 2% of the principal amount of each of such Project Bonds for each six-month period, or any part thereof, elapsed between the date of the Event of Taxability and the date that such Project Bond was paid or redeemed. Any such optional or mandatory prepayment shall be made in accordance with the provisions of the Indenture and the notice provisions described in Section 8.4 of this Agreement.

In addition, the Company shall have the right to prepay the Loan in whole or in part on any Interest Payment Date on or after March 15, 1991, at the following prepayment prices (expressed as percentages of the principal amount of the Loan so prepaid), plus accrued interest to the date of such prepayment:

<u>Redemption Dates</u> <u>(All Dates Inclusive)</u>	<u>Redemption Prices</u> <u>(Expressed as a</u> <u>Percentage of 100%)</u>
March 15, 1991 to March 14, 1992	105%
March 15, 1992 to March 14, 1993	104 1/2%
March 15, 1993 to March 14, 1994	104%
March 15, 1994 to March 14, 1995	103 1/2%
March 15, 1995 to March 14, 1996	103%
March 15, 1996 to March 14, 1997	102 1/2%
March 15, 1997 to March 14, 1998	102%
March 15, 1998 to March 14, 1999	101 1/2%
March 15, 1999 to March 14, 2000	101%

A R T I C L E I I I

CONSTRUCTION, COMPLETION AND
OWNERSHIP OF THE PROJECT

Section 3.1 Agreement to Acquire, Construct and
Install the Project. The Company agrees:

- (a) To cause the Project to be acquired, constructed, installed and equipped on the Project Site, using its best efforts to do so with all dispatch to secure completion as promptly as is reasonably feasible in accordance with the Plans and Specifications, and will use its best efforts to cause the acquisition, construction, installation and equipment of other facilities and real and personal property deemed necessary in connection with the Project to the end that the Project will fulfill the Project Purposes.
- (b) To make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations, and in general do all things which may be requisite or proper for acquiring, constructing and installing the Project.
- (c) To ask, demand, sue for, levy and use its best efforts to recover and receive such sums of money, debts, dues or other demands whatsoever in connection with the Project, to which it may be entitled under any contract, order, receipt, guaranty, warranty, writing or instruction in connection with any of the foregoing, and it will enforce the provisions of any contract, agreement, obligation, bond or other security in connection with the Project. Any amounts received in connection with the foregoing, after deduction of expenses incurred in such recovery (i) prior to the Completion Date and full disposition of the Construction Fund in accordance with this Agreement and the Indenture, shall be paid into the Construction Fund, or (ii) after the Completion Date and full disposition of the Construction Fund in accordance with this Agreement and the Indenture shall be used in accordance with Section 4.2(g) hereof, as if such amounts were remaining in the Construction Fund after the Completion Date and after payment of all costs, or provision therefor, had been made.
- (d) To cause the Project and facilities necessary thereto to be improved and equipped in such a manner as to

conform to all applicable zoning, planning, building, environmental and other similar regulations of all governmental authorities having jurisdiction, and so as to permit operation for the Project Purposes.

Section 3.2 Plans and Specifications. The Plans and Specifications have at the date hereof been approved by the Lender and may be changed from time to time by the Company, provided that any such change shall also be approved by the Lender and, provided further, that no amendment in the Plans and Specifications shall materially change the function of the Project without an Engineer's certificate to the effect that such changes will not impair the significance or character of the Project as furthering the Project Purposes.

Section 3.3 Completion Date. Completion of the acquisition, construction, installation and equipment of the Project shall be evidenced to the Lender, the Trustee and the Company by a certificate signed by the Authorized Company Representative stating that all obligations and costs in connection with the Project and payable out of the Construction Fund have been paid and discharged except for amounts retained by the Trustee as provided hereunder for the payment of costs of the Project not then due and payable, and by a certificate signed by the Project Supervisor stating that, except for any amounts retained by the Trustee at the direction of the Authorized Company Representative for any amount of the costs set forth in Subsections 4.2(a) through (f) hereof not then due and payable, (i) acquisition, construction, installation and equipment of the Project have been substantially completed in accordance with the Plans and Specifications and all labor, services, materials and supplies used in such acquisition, construction, installation and equipment have been paid for, (ii) all other facilities necessary in connection with the Project have been acquired, constructed, installed and equipped and all costs and expenses incurred in connection therewith have been paid, and (iii) all acquisition, construction, installation and equipment of the Project and facilities necessary thereto have been accomplished in such a manner as to conform with all applicable zoning, planning, building and other similar regulations of all governmental authorities having jurisdiction, and have been accomplished to the satisfaction of the Company so as to permit efficient operation for the Project Purposes. Said certificate shall also specify the date by which the foregoing three events have occurred. Notwithstanding the foregoing, each of such certificates shall state that it is given without prejudice to any rights against third parties which then exist or may subsequently arise.

Section 3.4 Agreement as to Ownership of Project and Project Site. The Lender and the Company agree that title to and ownership of the Project and the Project Site shall vest in or remain in and be the sole property of the Company, so long as any Loan Payments remain unpaid.

Section 3.5 Use of Project and Project Site. The Lender does hereby covenant and agree that it will not take any action, or cause any action to be taken, during the term of this Agreement, other than pursuant to Article IX of this Agreement or Article VI of the Indenture, to interfere with the Company's ownership of the Project or the Project Site or to prevent the Company from having possession, custody, use and enjoyment of the Project or Project Site, except such action as may be required of or permitted to the Lender in its governmental capacities.

Section 3.6 Additional Bonds. Subject to the provisions of Section 9 of the Bond Legislation for the Project Bonds, the Company and the Lender agree that one or more series of Additional Bonds may be issued pursuant to the Indenture.

Section 3.7 Opinion to be Provided. Prior to March 15, 1984, and prior to March 15 of each year thereafter, the Company shall on behalf of the Lender cause to be delivered to the Trustee an opinion of counsel, who may be counsel for the Company, addressed to the Trustee and stating that based upon the law in effect on the date of such opinion no filing, registration or recording and no refiling, reregistration or rerecording of the Mortgage, the Assignment or any amendments or supplements to either of them, or any financing statement, amendments thereto, continuation statements or instruments of a similar character relating to the pledges and assignments made by the Lender to secure the Bonds is required by law in order to fully preserve and protect the security of the holders of the Bonds and the rights of the Trustee under the Indenture, the Mortgage and Assignment, or if such filing, registration, recording, refiling, reregistration or rerecording is necessary, setting forth the requirements in respect thereto. Promptly after any filing, recording, refiling or rerecording of any such financing statement or amendment thereto or continuation statement or instrument, or any filing, registration, recording, refiling, reregistration or rerecording of the Mortgage or the Assignment, or any amendments or supplements thereto, the Company on behalf of the Lender will deliver to the Trustee an opinion of counsel, who may be counsel for the Company, to the effect that such filing, registration, recording, refiling, reregistration or rerecording has been duly accomplished and setting forth the particulars thereof.

End of Article III

ARTICLE IV

ISSUANCE OF BONDS; APPLICATION OF PROCEEDS

Section 4.1 Issuance of Bonds; Deposit of Bond Proceeds. In order to provide funds to make the Loan and thereby pay for the costs described in Section 4.2 hereof and incurred under or in connection with this Agreement, concurrently with the delivery to Trustee of the Note as provided in Section 7.3 hereof, the Lender will issue, sell and deliver the Project Bonds to the Original Purchaser and will deposit the proceeds of said Project Bonds, after deducting the Bond Fund Payment as provided in the Bond Legislation into the Construction Fund as the Loan to the Company. The moneys derived from the proceeds of the Project Bonds deposited in the Construction Fund (including earnings on any investment thereof), pending application as provided in Section 4.2 hereof, are subject to a lien in favor of the holders of the Project Bonds as provided in the Indenture.

Section 4.2 Disbursements from the Construction Fund. The Lender has, in the Indenture, authorized and directed the Trustee to use the moneys in the Construction Fund for the disbursements required by the provisions of this Agreement. Such disbursements shall be to pay, or, to the extent the Company shall have paid, to reimburse the Company, for the following:

- (a) Costs incurred directly or indirectly for or in connection with the acquisition or construction of the Project, including, but not limited to, those for preliminary planning and studies, architectural, legal, engineering and supervisory services, labor, services, materials, acquisition, construction and installation.
- (b) Premiums attributable to all insurance required to be taken out and maintained during the Construction Period with respect to the Project and Project Site, the premium on each surety bond, if any, required with respect to work on the Project, and taxes, assessments and other charges in respect of the Project and Project Site, that may become due and payable during the Construction Period.
- (c) Costs incurred directly or indirectly in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under any contract relating to the Project.

- (d) Financial, legal, accounting, printing and engraving fees, charges and expenses, and all other such fees, charges and expenses incurred in connection with the Bonds and the preparation and delivery of this Agreement, the Indenture and related documents.
- (e) Fees and expenses of the Trustee and of any paying agent properly incurred under the Indenture that may become due and payable during the Construction Period, and the initial or acceptance fee of the Trustee.
- (f) Any other incidental and necessary costs including, without limitation, any expenses, fees and charges, relating to the acquisition, construction or installation of the Project; provided, that nothing in this Agreement permits, or shall be construed to permit, the expenditure of any moneys in the Construction Fund for, or in reimbursement of payments made for, the acquisition of motor vehicles required to be licensed by the State, raw materials, small tools, supplies, inventory, or accounts receivable, or for provision of working capital, and no such expenditure shall be made from the Construction Fund.
- (g) All moneys in the Construction Fund (including moneys earned thereon by investment thereof) remaining after the Completion Date and payment, or provision for payment, in full of the costs provided for in the preceding subsections of this Section, then due and payable, shall promptly at the direction of the Authorized Company Representative be (i) used for the purchase of Bonds in the open market for the purpose of cancellation at prices not exceeding the current or first applicable optional redemption price at which Bonds may be redeemed, or (ii) paid into the Bond Fund (but only to such extent as will not, in the opinion of nationally recognized bond counsel, adversely affect the tax-exempt status of the Bonds), or (iii) a combination of the foregoing as is provided in such direction; provided that amounts approved by the Authorized Company Representative shall be retained by the Trustee in the Construction Fund for payment of such costs not then due and payable, and any balance remaining of such retained funds after full payment of all such costs shall be used as directed by the Authorized Company Representative in the manner specified in clauses (i), (ii) and (iii) of this subsection (g) hereof and; further provided, that if

such moneys remaining in the Construction Fund prior to the application in the manner specified in clauses (i), (ii) and (iii) of this subsection (g) hereof exceed 10% of the aggregate principal amount of the Project Bonds after subtracting the total of the costs of the issuance, sale and delivery of the Project Bonds, then the amount by which such moneys remaining in the Construction Fund exceed the amount specified above shall only be applied by the Company as set forth in clause (i) above, provided that with regard to purchases of Bonds pursuant thereto, such excess shall not be applied to any premium which is paid for such Bonds.

Each of the payments referred to in the preceding subsections (a) through (f) above shall be made only upon the written order of the Project Supervisor or the Authorized Company Representative. Before any of such payments may be made, the Project Supervisor shall certify to the Trustee with respect to each such payment, as appropriate: (i) that none of the items for which the payment is proposed to be made has theretofore formed the basis for any payment theretofore made from the Construction Fund, (ii) that each item for which the payment is proposed to be made is or was necessary in connection with the Project, and (iii) that the Company has received from each payee appropriate waivers of any mechanics' or other liens (or, if the Trustee shall acquiesce thereon, thereby provides indemnification in lieu thereof satisfactory to the Trustee). In the case of any contract providing for the retention of a portion of the contract price, there shall be paid initially from the Construction Fund only the net amount remaining after deduction of any such portion, and when the amount of any such retention is due and payable, then such retained amount may be paid from the Construction Fund. The Trustee shall be allowed a reasonable time not to exceed 30 days, in view of the character of any investment or investments required to be liquidated for the purpose, for the making of any payment required by subsections (a) to (f), inclusive, of this Section and may reasonably require such additional certificates or documentation as may be appropriate to demonstrate to the Trustee the propriety of any payment from the Construction Fund.

The Company agrees and covenants that substantially all of the proceeds of the Project Bonds shall be used for the acquisition, construction, reconstruction, or improvement of land or property of a character subject to the allowance for depreciation, all within the meaning of the Code.

Section 4.3 Obligation of the Parties to Cooperate in Furnishing Documents. The Lender and the Company agree to cooperate in furnishing the documents referred to in Section 4.2 hereof that are required to effect payments out of the Construction Fund, and the Company agrees to cause such approvals and orders to be directed by the Project Supervisor and the Authorized Company Representative to the Trustee as may be necessary to effect payments out of the Construction Fund in accordance with Section 4.2 hereof. Such obligation is subject to any provisions of this Agreement or the Indenture requiring additional documentation with respect to payments and shall not extend beyond the moneys in the Construction Fund available for payment under the terms of the Indenture.

Section 4.4 Company Required to Pay Costs in Event Construction Fund Insufficient. In the event the moneys in the Construction Fund (including moneys from the proceeds of any Additional Bonds sold to finance completion of the Project) should not be sufficient to pay all costs payable therefrom, the Company agrees, in order to fulfill the public purposes for which the Project is to be used, to complete the acquisition, construction, installation and equipment to be accomplished pursuant hereto and to pay all costs therefor in full; provided, however, that nothing contained herein shall impair the Company's rights under Article VIII hereof. The Lender does not make any warranty, either expressed or implied, that the moneys, which will be paid into the Construction Fund and which under the provisions of this Agreement will be available for payment of the costs of the acquisition, construction, installation and equipment to be accomplished pursuant hereto, will be sufficient to pay all the costs which will be incurred in that connection. The Company agrees that if after exhaustion of the moneys in the Construction Fund the Company should pay pursuant hereto any portion of the said costs listed in Section 4.2 hereof, it shall not be entitled to any reimbursement therefor from the Lender, the Trustee, or the holders of any of the Bonds, nor shall it be entitled to any diminution in or abatement or postponement of the Loan Payments.

Section 4.5 Investment of Fund Moneys. Any moneys held as part of the Bond Fund, Construction Fund or Debt Service Reserve Fund shall be invested or reinvested by the Trustee in Eligible Investments as specified in the Indenture, and in accordance with and subject to any direction of the Company with respect thereto. In the absence of timely direction by the Company, the Trustee is hereby authorized by the Company to make such investments as it deems in the best interests of the Company. The Lender and the Company jointly and severally covenant that the use of the proceeds of the

Bonds, including any moneys held as part of any fund and any other amounts received by the Lender in respect to property directly or indirectly financed with the proceeds of the Bonds, and proceeds from interest earned on the investment and reinvestment of such fund and proceeds, shall be invested or otherwise used and shall be restricted in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of issuance of the Bonds, so that they will not constitute "arbitrage bonds" within the meaning of Section 103(c) of the Code and the proposed or final regulations thereunder as may be applicable to the Project Bonds. Neither the Company nor the Lender shall, barring unforeseen circumstances, request or approve the use of the proceeds from the sale of the Project Bonds otherwise than in accordance with the Lender's arbitrage certificate given immediately prior to the issuance of the Project Bonds. Any officer of the Lender having responsibility with respect to the issuance of the Bonds is authorized and directed, alone or in conjunction with any other officer, employee or consultant of the Lender or the Company, and upon receipt of satisfactory indemnities, to give an appropriate certificate on behalf of the Lender, for inclusion in the transcript of proceedings for the Bonds, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to said Section 103(c). The City Clerk of the Legislative Authority shall cause to be furnished as provided in the Indenture a true transcript of certified proceedings including all proceedings had with reference to the issuance of the Bonds along with such other information as is necessary or proper with respect to the Bonds.

End of Article IV

A R T I C L E V

MAINTENANCE; INSURANCE; DAMAGE; DESTRUCTION AND EMINENT DOMAIN

Section 5.1 Maintenance. So long as any of the Bonds are outstanding within the meaning of the Indenture, the Company shall keep and maintain the Project and Project Site, including all appurtenances thereto and any personal property therein or thereon, in good repair and good operating condition.

So long as such shall not be in violation of the Act, and provided there is continued compliance with applicable laws and regulations of governmental jurisdictions, the Company shall have the right to remodel the Project or make additions, modifications and improvements thereto, from time to time as it, in its discretion, may deem to be desirable for its uses and purposes, except where structural remodeling, modifications or improvements are involved, in which event the prior written consent of the Original Purchaser shall be obtained, the cost of which remodeling, additions, modifications and improvements shall be paid by the Company or, to the extent permitted by the Indenture, from the proceeds of Additional Bonds, and the same shall, when made, become a part of the Project.

Section 5.2 Removal of Portions of the Project; Release of Portions of Project Site. The Company shall not be under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary portions of the Project. The Company shall have the right from time to time to substitute personal property or fixtures for any portions of the Project, provided that the personal property or fixtures so substituted shall not impair the character of the Project as an "economic development facility" within the meaning of Section 18-6-4.5-2(c) of the Indiana Code of 1971, as supplemented and amended; and provided, further that the annual certification required by this Section has been timely filed by the Company with the Trustee during each preceeding year. Any such substituted property or fixtures shall be included under the terms of this Agreement as part of the Project. The Company shall also have the right to remove any portions of the personal property or fixtures comprising a portion of the Project, without substitution therefor, or to release from the lien of the Mortgage any portion of the Project Site; provided, that with respect to any portion of the Project or Project Site with a value of \$10,000 or more the Company shall first deliver to the Trustee a certificate signed by an Engineer selected by the Company particularly describing each such portion of the Project or Project Site and shall obtain the written consent of the Trustee with respect to such removal or release, which consent shall not be unreasonably withheld; provided further that the Company pays to the Trustee a sum equal to the then

value of the personal property, fixtures or real estate so removed or released as determined by the Project Supervisor, if the value of such removed property is less than \$50,000, and otherwise by an Engineer selected by the Company, and such amounts shall be paid into the Bond Fund so long as any Bonds remain Outstanding; and provided further that the Company shall obtain the written consent of the Original Purchaser (which consent shall not be unreasonably withheld) prior to the release from the lien of the Mortgage of any portion of the Project Site. Commencing one year after the Completion Date the Company shall deliver to the Trustee an annual Certificate generally describing all such portions of the Project removed during the preceding year. Each certificate shall state that the removal of such property or fixtures or the release of such portion of the Project Site will not impair the character of the Project as an "economic development facility" within the meaning of Section 18-6-4.5-2(c) of the Indiana Code of 1971, as supplemented and amended.

Section 5.3 Insurance. The Company agrees to insure the Project in the amount of 100% of the insurance replacement cost of such Project against loss or damage from fire, vandalism and other events covered by uniform standard extended coverage endorsements approved by the insurance regulatory authority in the State by means of policies issued by reputable insurance companies that may lawfully issue such policies with respect to such properties. In addition, any such policy or policies may provide that it or they will not cover the first \$1,000 of aggregate loss with the result that the Company is its own insurer to that extent. The Company may alternatively insure such property under a blanket insurance policy or policies which cover not only such property but other properties.

Any insurance policy issued pursuant to the preceding paragraph shall be so written or endorsed as to make losses, if any, payable to the Lender and the Trustee, in addition to the Company, as their respective interests may appear, provided that losses of less than \$1,000 shall be payable directly to the Company and shall not be payable in whole or in part to the Lender or the Trustee. The Company shall apply all such payments made directly to it to the repair, reconstruction, restoration or improvement of the Project. Each insurance policy provided for in the preceding and following paragraphs shall contain a provision to the effect that the insurance company shall not cancel the same without first having given written notice thereof to the Lender and the Trustee as least thirty (30) days in advance of such cancellation, and the Company shall deliver to the Trustee evidence of insurance procured by the Company and shall maintain such evidence current.

The Company furthermore agrees that it will carry public liability insurance with reference to the Project with

one or more reputable insurance companies duly qualified to do business in the State, in minimum amounts of \$500,000 for the death of or bodily injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project and \$100,000 for property damage for any occurrence in connection with the Project. The Lender and the Trustee shall be made additional insureds under such policies. Such public liability insurance may be by blanket insurance policy or policies.

Section 5.4 Worker's Compensation Coverage. During the Construction Period and throughout the term of this Agreement, the Company shall comply, or cause compliance, with applicable worker's compensation laws of the State.

Section 5.5 Mechanics' and Other Liens. The Company shall not suffer or permit any mechanics' or other liens to be filed or exist against the Project or Project Site, nor against any Loan Payment paid or payable hereunder, by reason of work, labor, services or materials supplied or claimed to have been supplied to the Company or anyone holding the Project or Project Site or any part thereof through or under the Company. If any such mechanics' or other liens shall at any time be filed, the Company shall, within ninety (90) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. The Company shall have the right to contest the validity of the amount of any such lien by appropriate proceedings timely instituted, provided that the Company (a) gives the Lender and the Trustee written notice of its intention so to do, (b) diligently prosecutes any such contest, and (c) if requested by the Trustee, furnishes a bond in cash or by surety, whichever shall be acceptable to the Trustee, in an amount equal to twice the amount of the lien as claimed, and the Company shall not be in default hereunder for failure to pay or discharge any such lien so long as it is contesting the same as aforesaid.

Section 5.6 Damage; Destruction and Eminent Domain. If, prior to full payment of all Bonds outstanding (or provision for payment thereof having been made in accordance with the provisions of the Indenture); the Project or any portion thereof is destroyed or damaged in whole or in part by fire or other casualty, or title to, or the temporary use of, the Project or the Project Site or any portion thereof shall have been taken by the exercise of the power of eminent domain, and the Lender, the Company or Trustee receives Net Proceeds from insurance or any condemnation award in connection therewith, the Company (unless it shall have exercised its

option to prepay the Loan pursuant to provisions of Section 8.2 hereof) shall (a) cause an amount equal to such Net Proceeds to be used to repair, reconstruct, restore, replace or improve the Project or Project Site or such portion thereof in such a way as will not impair the character or significance of the Project as furthering the Project Purposes, or (b) deposit into the Bond Fund an amount equal to such Net Proceeds so received or an amount equal to the balance remaining of any such Net Proceeds after use of a portion of such Net Proceeds for the purposes described in clause (a) of this paragraph.

End of Article V

A R T I C L E V I

WARRANTIES, REPRESENTATIONS AND SPECIAL COVENANTS

Section 6.1 Warranty of Lender. The Lender warrants and represents that it is a duly organized and existing municipal corporation pursuant to the Constitution and laws of the State. The Lender agrees that it will do or cause to be done all things necessary, so far as lawful, to preserve and keep in full force and effect its existence. The Lender has determined that the Project constitutes an "economic development facility" within the meaning of that term as defined in Section 18-6-4.5-2(c) of the Indiana Code of 1971, as supplemented and amended. The Lender has duly accomplished all conditions necessary to be accomplished by it prior to issuance and delivery of the Project Bonds and execution and delivery of this Agreement, it is not in default under any of the provisions contained in the laws of the State in any manner which would impair its ability to carry out its obligations hereunder, it has power under the Act to enter into the transactions contemplated by this Agreement, and it has been duly authorized to execute and deliver this Agreement.

Section 6.2 Representations of the Company. The Company makes the following representations to induce the Lender to enter into this Agreement:

- (a) The Company is a corporation duly organized and existing in good standing under and by virtue of the laws of the State and is not in violation of any provision of its Charter or Articles of Incorporation, its Regulations or By-Laws or any laws of the State relevant to the transactions contemplated by this Agreement, the Note, the Indenture or the Mortgage.
- (b) The Company has full power and authority to execute and deliver this Agreement, the Note and the Mortgage and to carry out the transactions provided for therein. This Agreement, the Note and the Mortgage have by proper corporate action been duly authorized, executed and delivered by the Company and all actions necessary have been taken to constitute this Agreement, the Note and the Mortgage, when executed and delivered by the respective parties thereto, valid and binding obligations of the Company.
- (c) The execution, delivery and performance by the Company of this Agreement, the Note and the Mortgage and the

consummation of the transactions contemplated hereby and thereby will not violate any provision of law or regulation applicable to the Company, or of any writ or decree of any court or governmental instrumentality, or of the Charter or Articles of Incorporation, or Regulations or By-Laws or any resolution of the Company, or of any mortgage, indenture, contract, agreement or other undertaking to which the Company is a party or which purports to be binding upon the Company or upon any of its assets.

- (d) The financing, acquisition, construction and installation provided under this Agreement, and commitments therefor made by the Lender, have induced the Company to locate within the boundaries of the Lender the new facilities constituting the Project located on the Project Site which will be used in the business of the Company to be conducted thereat.
- (e) Construction and installation in accordance with the Plans and Specifications and the Act will be accomplished and the Project will be utilized and maintained in such manner as to conform with all applicable zoning, planning, building, environmental and other regulations of all governmental authorities having jurisdiction of the Project, and all necessary permits, licenses, consents and permissions have been obtained as of the date of execution of this Agreement to the extent that the same are obtainable as of such date.

Section 6.3 Company to Maintain its Existence; Conditions Under Which Exceptions Permitted. The Company agrees that during the term of this Agreement it will maintain its existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another partnership or other entity or permit one or more other entities to consolidate with or merge into it; provided that the Company may, without violating the agreement contained in this Section, and with the written consent of the Original Purchaser of a majority in principal amount of the Project Bonds, consolidate with or merge into a corporation incorporated under the laws of any state of the United States of America, or permit one or more corporations to consolidate with or merge into it or sell or otherwise transfer to any United States corporation domiciled in the United States of America all or substantially all of its assets as an entirety and thereafter dissolve, provided that (i) if the surviving, resulting, or transferee corporation, as the case may be, is

other than the Company, such surviving, resulting or transferee corporation assumes in writing all of the obligations of the Company hereunder, and (ii) that the surviving, resulting or transferee corporation has Shareholders' Equity (calculated in accordance with current and general standards of accounting practice) of not less than that of the Company immediately prior to such dissolution, disposition or merger, and (iii) that the surviving, resulting or transferee corporation is a corporation either organized under the laws of the State and duly qualified to do business therein, or duly qualified to do business in the State as a foreign corporation.

If consolidation, sale or merger or other transfer is made as provided in this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or sale or other transfer shall be made except in compliance with the provisions of this Section.

Section 6.4 Financial Statements; Tax Returns. So long as any of the Bonds are outstanding, the Company shall maintain a standard and modern system for accounting in accordance with generally accepted principles of accounting and shall furnish to the Trustee (for inspection by the Trustee and/or any Bondholder or any authorized representative of either) and to the Original Purchaser:

(a) within 30 days after the end of each quarter of each fiscal year, an unaudited quarterly financial statement, beginning with the first fiscal quarter of 1981, acknowledged by either Charles A. Colligan, Stanley P. Colligan or Eugene I. Sheehan before a notary public to be accurate and complete;

(b) within 90 days after the close of each fiscal year beginning with the fiscal year 1980, a copy of the Company's annual audited financial statements, certified by independent public accountants of recognized standing selected by the Company and reasonably acceptable to the Bondholders, accompanied by an opinion of such independent public accounts without significant qualification; and

(c) within 105 days after the close of each fiscal year beginning with the fiscal year 1980, a copy of the Company's federal income tax return for the preceeding fiscal year.

Section 6.5 Company's Approval of Indenture. The Indenture has been submitted to the Company for examination, and the Company acknowledges, by execution of this Agreement, that it has approved the Indenture.

Section 6.6 Right of Access. The Company agrees that subject to reasonable security and safety regulations and to reasonable requirements as to notice, the Lender and the Trustee and their or any of their respective duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and to examine and inspect the Project and the books, records and tax returns of the Company. The Company further agrees that the Lender and the Trustee and their duly authorized agents shall have such rights of access to the Project Site and the Project as may be reasonably necessary to cause to be completed the construction, installation and equipment provided for herein, and thereafter for the proper maintenance of the Project in the event of failure by the Company to perform its obligations hereunder.

Section 6.7 Indemnification. The Company releases the Lender and the Trustee from, agrees that the Lender and the Trustee shall not be liable for, and agrees to hold the Lender and the Trustee harmless against, any loss or damage to property, or any injury to or death of any person, that may be occasioned by any cause whatsoever pertaining to the Project Site or Project or the use thereof, except any such loss, damage, injury or death as may be occasioned by willful or wanton misconduct of the Lender or the Trustee or any officer, agent or employee of either. The Company further agrees to indemnify and save harmless the Lender and the Trustee against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement, or arising from any act or failure to act by the Company or any of its agents, contractors, servants, employees, or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the term of this Agreement, in or about the Project Site, and from and against all cost, liability and expenses incurred in or in connection with any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against the Lender or the Trustee by reason of any such claim, the Company upon notice from the Lender or the Trustee covenants to resist or defend such action or proceedings at the Company's expense.

Section 6.8 Company Not to Adversely Affect Tax Exempt Status of Interest on Project Bonds. The Company, for the benefit of the Lender, the Trustee and the holders from time to time of the Project Bonds, hereby represents that it has not taken, or permitted to be taken on its behalf, and agrees that it will not take, or permit to be taken on its

behalf, any action which would adversely affect the exemption from Federal income taxation of the interest paid on the Project Bonds, and that it will take, or require to be taken, such acts as may from time to time be required under applicable law or regulation in effect on the date of the original delivery of the Project Bonds to the Original Purchaser to maintain the exemption from Federal income taxation of the interest on the Project Bonds. In particular, without limiting the generality of the foregoing, the Company agrees that, within the meaning of Section 103(b)(6)(A) of the Code, substantially all of the proceeds of the Project Bonds will be used to acquire, construct, reconstruct or improve land or property of a character subject to the allowance for depreciation.

Section 6.9 Use of Proceeds. The Company shall not (a) use any of the proceeds of the Project Bonds for any purpose other than to pay the costs specified in Section 4.2 hereof, (b) request, approve, or permit to be approved on its behalf, any payment of the proceeds of the Project Bonds if, as a result of such payment, less than "substantially all" of the proceeds of the Project Bonds expended at that time would be considered as having been used for the acquisition, construction and installation of land or property of a character subject to the allowance for depreciation within the meaning of Section 103(b)(6)(A) of the Code, (c) take any other action with respect to the use of the proceeds of the Project Bonds that would result in the loss of the exemption of interest on the Project Bonds from Federal income taxation under Section 103(b)(6)(D) of the Code, or (d) take any other action which would cause the loss of the exemption of interest on the Project Bonds from Federal income taxation, nor shall the Company permit the occurrence of any of the foregoing matters set forth in this Section.

Section 6.10 Notice of Determination of Taxability. Promptly after the Company first becomes aware of any Determination of Taxability, the Company shall give written notice thereof to the Lender, the Trustee and the Original Purchaser.

Section 6.11 Restrictive Covenants. The Company warrants and represents for the benefit of the Lender, the Trustee and the holders from time to time of the Bonds, that so long as the Bonds are outstanding:

(a) Company shall not transfer, pledge, hypothecate or otherwise encumber its existing assets, including, but not limited to, its accounts receivable, without the prior

written consent of the holders of the Bonds, which consent shall not be unreasonably withheld, except that the Company may grant a security interest or interests in its present and future inventory as is customary in the Companys business and may otherwise grant or incur liens or encumbrances in its ordinary course of business without the prior written consent of such Bondholders; and

(b) there will be no change in the general partners of the Company without the prior written consent of the Bondholders.

End of Article VI

ARTICLE VII

ASSIGNMENT AND LEASING

Section 7.1 Assignment and Leasing by Company. This Agreement may be assigned in whole or in part and the Project may be leased in whole or in part by the Company, with the prior written consent of the Original Purchaser, without the necessity of obtaining the consent of either the Lender or the Trustee, subject, however, to each of the following conditions:

- (a) No assignment or lease (other than pursuant to Section 6.3 hereof) shall relieve the Company from primary liability for any of its obligations hereunder, and in the event of any such assignment or lease the Company shall continue to remain primarily liable for the payment of the Loan Payments and Additional Payments and for performance and observance of the agreements on its part herein provided to be performed and observed by it.
- (b) Any assignment or lease from the Company must retain for the Company such rights and interests as will permit it to perform its obligations under this Agreement and any assignee or lessee from the Company shall assume in writing the obligations of the Company hereunder to the extent of the interest assigned or leased.
- (c) No assignment or lease shall result in interest on any of the Bonds becoming subject to Federal income taxes.
- (d) No assignment or lease shall impair the revenues of the Project or create destructive competition with the Project.
- (e) The Company shall, within thirty (30) days after the delivery thereof (or after execution of this Agreement, whichever is later), furnish or cause to be furnished to the Lender and to the Trustee a true and complete copy of each such assignment, assumption of obligations or lease, as the case may be, together with any instrument of assumption, and shall deliver to the Trustee an assignment in proper form for recording and duly executed and acknowledged, assigning to the Trustee all right, title and interest of the Company in and to each lease.

- (f) Any assignment from the Company shall not materially impair fulfillment of the Project Purposes to be accomplished by operation of the Project.

Section 7.2 Mortgaging of Project by Company. The Company shall mortgage the Project, and shall assign its interest in and pledge any moneys receivable under this Agreement, to the Lender as security for payment of the principal of and interest on the Bonds. The Company shall also assign its rights under the Contract to the Lender.

Section 7.3 Assignment by the Lender. The Lender shall assign its rights under and interest in, and pledge the Pledged Receipts including, among other things, Loan Payments received under or pursuant to, this Agreement, along with all of its right, title and interest in, to and under the Note and the Mortgage, to the Trustee pursuant to the Indenture, the Note and the Assignment, respectively, as security for payment of the principal of and interest and any premium on the Bonds, and shall not make any further such assignment or pledge except as may be necessary or required to enforce or secure payment of principal of and interest and any premium on the Bonds.

End of Article VII

ARTICLE VIII

TERMINATION AND PREPAYMENT

Section 8.1 Option to Terminate. The Company shall have the option to terminate this Agreement at any time when (i) the Indenture shall have been released pursuant to its provisions and (ii) sufficient moneys are on deposit with the Trustee or the Lender, or both, to meet all Additional Payments due or to become due through the date on which the last of the Bonds are then scheduled to be retired or redeemed, or, with respect to Additional Payments to become due, provisions satisfactory to the Trustee and the Lender are made for paying such amounts as they come due. Such option shall be exercised by the Company giving the Lender and Trustee notice of such termination and such termination shall thereupon become effective.

Section 8.2 Option to Prepay Loan Payments. The Company shall have, and is hereby granted the option to prepay the Loan Payments in full prior to the Termination Date and prior to the payment and discharge of all the outstanding Bonds and coupons in accordance with the provisions of the Indenture, if any of the following shall have occurred:

- (a) The Project shall have been damaged or destroyed (i) to such extent that such Project cannot be reasonably restored within a period of six months to the condition thereof immediately preceding such damage or destruction, or (ii) to such extent that the Company is thereby prevented from carrying on its normal operations in connection therewith for a period of six months.
- (b) Title to, or the temporary use of, all or a substantial portion of the Project shall have been taken under the exercise of the power of eminent domain by any governmental authority, or person, firm or corporation acting under governmental authority, (i) to such extent that the Project cannot be reasonably restored within a period of six months to a condition of usefulness comparable to that existing prior to such taking, or (ii) such a taking results in the Company being thereby prevented from carrying on its normal operations at the Project for a period of six months.
- (c) If unreasonable burdens or excessive liabilities shall have been imposed upon the Lender or the Company with

respect to the Project, including without limitation, the imposition of Federal, state or other ad valorem property, income or additional taxes other than ad valorem taxes presently levied upon privately owned property used for the same general purpose as the Project; provided, that the provisions of this subsection shall in no way affect the Company's obligation for the continued maintenance of the Project prior to termination of this Agreement.

- (d) Changes, which the Company cannot reasonably control or overcome, in the economic availability of raw materials, operating supplies, energy sources or supplies, or facilities (including but not limited to facilities in connection with the disposal of wastes) necessary for the operation of the Project shall have occurred, or technological or other changes shall have occurred which, in the reasonable judgment of the Company, render the continued operation of the Project uneconomic.

The Company shall have, and is hereby granted, or further option, exercisable on any interest payment date on or after March 15, 1991, to prepay all or a part of the Loan Payments due or to become due, at the prepayment prices set forth in the second paragraph of Section 2.10 hereof.

The mutual agreements contained in this Section are independent of, and constitute an agreement separate and distinct from, any and all provisions of this Agreement and shall be unaffected by any fact or circumstances which might impair or be alleged to impair the validity of any other provision.

Section 8.3 Obligation to Prepay Loan Payments. The Company shall be obligated to prepay the entire amount of the Loan Payments prior to the expiration of this Agreement and prior to the full payment of the Bonds (or prior to making provision for payment thereof in accordance with the Indenture) and to cancel or terminate this Agreement if and when this Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed in this Agreement by reason of any changes in the Constitution of the State or the Constitution of the United States of America or by reason of legislative or administrative action (whether state or Federal) or any final decree, judgment or order of any court or administrative body (whether state or Federal) entered after the contest thereof by the Lender or the Company in good faith to such extent that the

Note and the obligations evidenced thereby are no longer enforceable by the holder thereof, or if and when interest on the Bonds shall have become subject to Federal income tax because of a Determination of Taxability.

In such event, prepayment shall be made in the manner provided in Section 2.1 hereof, at the prepayment prices provided in Section 2.10 hereof, on the Loan Payment Date corresponding to the Bond Redemption Date fixed in accordance with the provisions of the Indenture in an amount sufficient to pay the principal of and interest and any premium on the Bonds to such Bond Redemption Date.

Section 8.4 Notice of Prepayment. In order to exercise an option granted in, or to consummate a prepayment required by, this Agreement, the Company shall, within 90 days following the event authorizing the exercise of such option or requiring such prepayment, or at any time during the continuation of the condition referred to in paragraph (c) of Section 8.2 hereof, give notice to the Lender (and the Trustee if all conditions provided in the Indenture for release thereof are not then met), and shall specify therein the date on which such prepayment is to be made, which date shall be not less than 30 days nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption, in which arrangements the Lender shall cooperate. In default of timely receipt of such notice as to any required prepayment, the Trustee shall in its discretion select a prepayment date which shall not be later than 120 days following the event requiring such prepayment.

Section 8.5 Prepayment Price. In the case of prepayment of all Loan Payments pursuant to any provision of this Article, the prepayment price shall be the sum of the following:

- (a) To the Trustee, an amount of money which, together with the moneys and investments deposited in, or to the credit of, the Bond Fund, and money deposited in or to the credit of the Debt Service Reserve Fund which may be transferred to the Bond Fund pursuant to the Indenture, will be sufficient to pay or provide for the payment of all principal, interest and any premium such that all Bonds then outstanding and coupons appertaining thereto will be deemed to be paid and discharged pursuant to the provisions of Sections 8.01 and 8.02 of the Indenture, plus

- (b) to the Trustee or to the persons to whom Additional Payments are or will be due, an amount of money equal to the Additional Payments accrued and which will accrue until final maturity of the Bonds or until the appropriate redemption date if the Bonds are to be redeemed; provided that this portion of such prepayment price will be deemed paid if provisions acceptable to the Trustee and the Lender are made for paying such Additional Payments as they become due.

Section 8.6 Relative Position of this Article and Indenture. The rights and options granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default hereunder; provided that such default will not result in nonfulfillment of any condition to the exercise of any such right or option.

Section 8.7 Concurrent Discharge of Note. In the event any of the Bonds shall be paid and discharged pursuant to any provisions of this Agreement or the Indenture, so that such Bonds are not thereafter outstanding within the meaning of the Indenture, an equivalent principal amount of the corresponding Note or Notes shall be deemed fully paid for purposes of this Agreement and to such extent the obligations of the Company thereunder terminated. In such event, the Lender or any assignee of the Note or Notes shall take whatever steps are required to cause such Note or Notes, or the pertinent installments of the principal sum thereof, to be cancelled and deemed fully paid.

End of Article VIII

A R T I C L E I X

EVENTS OF DEFAULT AND REMEDIES

Section 9.1 Events of Default. The following shall be "events of default" under this Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) The occurrence of an event of default as defined in Section 6.01(a) or (b) of the Indenture, or failure to make any Loan Payments on or prior to the date on which payment is required to be made by Section 2.1 hereof.
- (b) Failure by the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in paragraph (a) of this Section, for a period of thirty (30) days after notice of such failure requesting such failure to be remedied, given to the Company by the Lender or the Trustee, unless the Lender and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if and so long as the Company is proceeding with due diligence to cure the default, if such default is curable, such period shall be extended to whatever reasonable period is required to permit the Company to continue to proceed with due diligence to cure such default.
- (c) The dissolution or liquidation of the Company or failure by the Company promptly to satisfy or cause to be set aside any execution, garnishment or attachment of such consequence as will impair its ability to carry out its obligations under this Agreement, or the filing by the Company of a petition for the appointment of a receiver in liquidation or a trustee with respect to itself or any of its property, or if it makes a voluntary assignment for the benefit of creditors or files a petition in bankruptcy or insolvency or for reorganization, compromise, adjustment or other relief under the laws of the United States or of any state relating to the relief of debtors; or if any party other than the Company shall file a petition for the appointment of a receiver in liquidation or a trustee with respect to the Company, or shall file a petition against the Company in bankruptcy, insolvency, or for

reorganization, compromise, adjustment or other relief under the laws of the United States or any state relating to the relief of debtors and such petition shall not be vacated or set aside or stayed within thirty (30) days from the Company's receiving notice thereof. The term "dissolution or liquidation of the Company", as used in this subsection, shall not be construed to include the cessation of the existence of the Company resulting either from a merger or consolidation of the Company into or with a corporation or a dissolution or liquidation of the Company following a transfer of all or substantially all of its assets as an entirety, under the conditions permitting such actions contained in this Agreement.

- (d) Any foreclosure of, or ousting of the Company from possession of, the Project or any portion thereof either under any mortgage, deed of trust or any other security interest given by the Company, or for any other reason.
- (e) Default by the Company or any subsidiary under the terms of any indebtedness of the Company or any subsidiary now or hereafter existing which is not curable, or which has not been cured pursuant to the terms and conditions of such indebtedness.
- (f) The occurrence of a default or event of default under that certain Guaranty Agreement with respect to the Project Bonds among Charles A. Colligan, Stanley P. Colligan, Eugene I. Sheehan, Colligan & Company, Inc. and the Trustee, dated as of November 15, 1980.

The provisions of paragraph (b) of this Section are subject to the following limitations: If by reason of acts of God; winds; fires; epidemics; landslides; floods; droughts; famines; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrection; military action; war, whether or not declared; sabotage; riots; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; falling and impacting space debris; partial or entire failure of utilities; or any cause or event not reasonably within the control of the Company, the Company is unable in whole or in part to carry out its agreements on its part herein contained, other than the obligations on the part of the Company to pay Loan Payments, Additional Payments and to carry insurance, the Company shall not be deemed in default during the continuance of such inability. The Company shall, however,

use its best efforts to remedy with all reasonable dispatch the cause or causes preventing the Company from carrying out its agreements; provided, that the Company shall in no event be required to settle strikes, lockouts or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Company, not in the interest of the Company.

Section 9.2 Remedies on Default. Whenever any event of default under Section 9.1 of this Agreement shall have happened and be subsisting, any one or more of the following remedial steps may be taken; provided that in no event shall the Lender be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to it:

- (a) The Lender shall, at the written request or consent of the Trustee, if acceleration is declared pursuant to Section 6.02 of the Indenture, declare all Loan Payments and Additional Payments payable hereunder for the remainder of the term of this Agreement to be immediately due and payable, whereupon the same shall become immediately due and payable.
- (b) In the event any of the Bonds and coupons shall at the time be outstanding and not paid and discharged in accordance with the provisions of the Indenture, the Lender or the Trustee may have access to and inspect, examine and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the Company, only, however, insofar as they pertain to the Project or Project Site or any portion thereof, or to the Company's operations at the Project Site.
- (c) The Lender may, without being required to give any notice (other than to the Trustee), except as provided herein, pursue all remedies of a creditor under the Indiana Code of 1971, as supplemented and amended, or any other applicable laws.
- (d) The Lender or Trustee may take whatever action at law or in equity may appear necessary or desirable to collect the Loan Payments and Additional Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Agreement.

Any amounts collected as Loan Payments or applicable to Loan Payments and any other amounts which would be applicable to payment of principal of and interest and any premium on the Bonds collected pursuant to action taken under this Section shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if the outstanding Bonds and coupons have been paid and discharged in accordance with the provisions of the Indenture, shall be paid as provided in Section 4.07 of the Indenture for transfers of remaining amounts in the Bond Fund.

The provisions of this Section are subject to the further limitation that the rescission or annulment of a declaration that all the Bonds outstanding under the Indenture are immediately due and payable shall also constitute rescission or annulment of any corresponding declaration made pursuant to paragraph (a) of this Section and a waiver and rescission of the consequences of such declaration and of the event of default with respect to which such declaration had been made, provided that no such waiver or rescission shall extend to or affect any subsequent or other default or impair any right consequent thereon.

Section 9.3 No Remedy Exclusive. No remedy conferred upon or reserved to the Lender or the Trustee by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 9.4 Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions of this Agreement and the Lender or the Trustee should employ attorneys or incur other expenses for the collection of Loan Payments or the enforcement of performance or observance of any obligation or agreement on the part of the Company contained in this Agreement or in or represented by the Note, the Company shall on demand therefor reimburse the reasonable fee of such attorneys and such other expenses so incurred.

Section 9.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

End of Article IX

A R T I C L E X

MISCELLANEOUS

Section 10.1 Term of Agreement. This Agreement shall remain in full force and effect from the date hereof to and including the Termination Date, or until such time as all of the Bonds shall have been fully paid (or provision made for such payment pursuant to the Indenture), whichever shall be later; provided, however, that this Agreement may be cancelled and terminated prior to said date if the Company shall prepay all of the Loan pursuant to Article VIII hereof.

Section 10.2 Amounts Remaining in Bond Fund. Any amounts in the Bond Fund remaining unclaimed by the holders of Bonds or coupons for three years after the due date (whether at maturity or by redemption or pursuant to any mandatory sinking fund requirements or otherwise) thereof, shall be paid to the Company by the Trustee. With respect to the principal of and interest and any premium on the Bonds to be paid from moneys paid to the Company pursuant to this Section the holders of the Bonds or coupons entitled to such moneys shall look solely to the Company for the payment of such moneys.

Section 10.3 Notices. All notices, certificates, requests or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate Notice Address. A duplicate copy of each notice, certificate, request or other communication given hereunder to the Lender, the Company or the Trustee shall also be given to the others. The Company, the Lender and the Trustee may, by notice given hereunder, designate a different Notice Address for it than the one specified in Section 1.2 hereof.

Section 10.4 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender, the Company and their respective successors and assigns, subject, however, to the specific provisions hereof, and subject to the further limitation that any obligation of the Lender created by or arising out of this Agreement shall not be a general debt of the Lender or the State or any political subdivision or taxing district thereof, but shall be payable solely out of the Pledged Receipts, as provided herein.

Section 10.5 Amendments, Changes and Modifications. Except as otherwise provided in this Agreement or in the Indenture, subsequent to the issuance of the Project Bonds and prior to all conditions provided for in the Indenture for

release of the Indenture having been met, this Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee.

Section 10.6 Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

Section 10.7 Severability. In case any clause, provision or section of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under this Agreement, or any application thereof, is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity, or inoperability shall not affect the remainder thereof or any other clause, provision or section or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken thereunder, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained therein, nor shall such illegality or invalidity or inoperability of any application thereof affect any legal and valid and operable application thereof, from time to time, and each such clause, provision or section, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent from time to time permitted by law.

Section 10.8 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.9 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

End of Article X

IN WITNESS WHEREOF, the Lender and the Company have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of the day and year first above written.

THE CITY OF FT. WAYNE, INDIANA

By _____
Winfield C. Moses, Jr., Mayor

Attest: _____
Charles W. Westerman,
Clerk

CSC REALTY

By: _____
Charles A. Colligan,
General Partner

By: _____
Stanley P. Colligan,
General Partner

By: _____
Eugene I. Sheehan,
General Partner

EXHIBIT A

This Promissory Note has not been registered under the Securities Act of 1933. Its transferability is restricted by the Trust Indenture and the Loan Agreement referred to therein.

PROMISSORY NOTE

\$375,000

March 15, 1981

FT. WAYNE, INDIANA

FOR VALUE RECEIVED, the undersigned CSC REALTY (the "Borrower"), a general partnership organized and existing under the laws of the State of Indiana promises to pay to the order of THE CITY OF FT. WAYNE, INDIANA (the "Lender") the principal sum of THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000) in monthly installments payable on the fifteenth day of each month, commencing April 15, 1981, and continuing on the fifteenth day of each month thereafter until the principal amount hereof is paid in full, the unpaid balance from time to time of such principal amount bearing interest payable monthly at the rate of ten per centum (10%) per annum. Such installments of principal and interest shall be paid in amounts equal to the sum of the following items: (i) one-sixth (1/6) of the interest (at the rate of 10% per annum) payable in respect of \$375,000 Economic Development First Mortgage Revenue Bonds (CSC Realty Project) (the "Bonds"), on the next succeeding semiannual interest payment date, less any amount on deposit in the Bond Fund created under the Bond Legislation of the Lender authorizing the delivery and sale of the Bonds, which is not attributable to prior payments under this clause (i); (ii) one-twelfth (1/12) of the principal to become due on the Bonds on the next succeeding mandatory redemption date or principal payment date in accordance with Schedule A hereto, until all Bonds are fully paid and retired; and (iii) any other amounts required under the hereinafter described Loan Agreement, specifically including, without implied limitation, any Reserve Fund Payment required under the aforesaid Loan Agreement; provided, however, that the initial payment shall be adjusted as necessary in order that succeeding payments may be made in the amounts provided in clauses (i) and (ii).

All principal, interest and premium payments made hereunder shall be paid to Indiana Bank and Trust Company (the "Trustee"), Trustee under the Trust Indenture of even date herewith between the Lender and such Trustee (the "Indenture"),

at its corporate trust office in Ft. Wayne, Indiana, at least one business day prior to the date they are due and payable, whether at maturity or by acceleration, for deposit in the Bond Fund or Debt Service Reserve Fund, both as defined in the Indenture, for the account of the Lender. Any payment not so received by the Trustee when due shall continue as an obligation of the Borrower until that amount is paid and shall bear interest at a rate one percent in excess of the base rate of interest charged at any given time by the Trustee in its lending capacity as a commercial bank on loans to its most credit-worthy borrowers, provided that such rate borne by such amount in default shall not be less than the rate of interest ordinarily payable on this Note. All payments or prepayments of principal hereof shall be endorsed by the holder on the reverse side hereof.

In any event, the sum of the principal and interest and any premium payments payable pursuant to this Note shall be sufficient to pay the total amount due with respect to principal and interest and any premium on \$375,000 Economic Development First Mortgage Revenue Bonds (CSC Realty Project) (the "Bonds") secured by the Indenture as and when due, and if at any time when said payments are due the balance in the Bond Fund (as defined in the Indenture) is insufficient to make such payments the Borrower will forthwith pay to the Trustee, for the account of the Lender, for deposit into the Bond Fund, any such deficiency; provided, that the Company shall be entitled to the credit described in the third paragraph of Section 2.1 of the Loan Agreement hereinafter mentioned, and provided further, that if at any time all principal and interest and any premium payments on the Bonds have been paid within the meaning of the Indenture, the Borrower shall not be obligated to make any further principal or interest or premium payments hereunder and the Lender or the Trustee shall surrender this Note to the Borrower for cancellation.

This Note is one of the Notes referred to in, is executed and delivered by the undersigned pursuant to, and is entitled to the benefits of, the Loan Agreement of even date herewith between the Lender and the Borrower, which Loan Agreement contains among other things, provisions for optional or mandatory acceleration of the maturity hereof upon the happening of certain stated events, and for prepayment in full of the principal hereof prior to the maturity hereof upon the terms and conditions therein specified.

This Note shall be on a parity with any other Note or Notes hereafter executed and delivered by the Borrower pursuant to the aforesaid Loan Agreement.

This Note may and shall be pledged or assigned by the Lender only to the Trustee, or any successor trustee under the Indenture, to secure payment of the Bonds.

This Note evidences the Borrower's obligation to repay the Loan, as defined in the Loan Agreement, with interest and premium (if any), and is executed and delivered to secure payment of such Loan and is further secured by a Mortgage and Security Agreement of even date herewith from the Borrower to the Lender pertaining to the Project and Project Site, as those terms are defined in, and described in Exhibits B and C, respectively, to, the Loan Agreement, which Mortgage and Security Agreement have been assigned to the Trustee pursuant to an Assignment of Mortgage and Security Agreement of even date herewith from the Lender to the Trustee, in order to secure payment of the Bonds.

CSC REALTY

By: _____
Stanley P. Colligan,
General Partner

By: _____
Charles A. Colligan,
General Partner

By: _____
Eugene I. Sheehan,
General Partner

The above Promissory Note is hereby assigned to Indiana Bank and Trust Company, without recourse, as Trustee pursuant to the within described Indenture as of the date of said Promissory Note.

THE CITY OF FT. WAYNE, INDIANA

By _____
Winfield C. Moses, Jr.,
Mayor

Attest: _____
Charles W. Westerman,
City Clerk

Borrower hereby acknowledges and agrees to the aforesaid assignment of this Promissory Note to Indiana Bank and Trust Company.

CSC REALTY

By: _____
Stanley P. Colligan,
General Partner

By: _____
Charles A. Colligan,
General Partner

By: _____
Eugene I. Sheehan,
General Partner

SCHEDULE A

<u>Maturity Year</u>	<u>Principal Amount Maturing (or redeemable pursuant to Mandatory Sinking Fund provisions) March 15</u>
1982	\$15,000
1983	20,000
1984	20,000
1985	20,000
1986	20,000
1987	20,000
1988	20,000
1989	20,000
1990	20,000
1991	20,000
1992	20,000
1993	20,000
1994	20,000
1995	20,000
1996	20,000
1997	20,000
1998	20,000
1999	20,000
2000	20,000(maturity)

E X H I B I T B
PROJECT DESCRIPTION

E X H I B I T C

PROJECT SITE

MORTGAGE AND SECURITY AGREEMENT

BETWEEN

CSC REALTY

AND

THE CITY OF FT. WAYNE, INDIANA

SECURING:

\$375,000

ECONOMIC DEVELOPMENT FIRST MORTGAGE REVENUE BONDS

(CSC REALTY PROJECT)

DATED AS OF:

March 15, 1981

THIS IS A MORTGAGE OF PERSONAL PROPERTY AS WELL
AS REAL PROPERTY. THIS INSTRUMENT CONTAINS
AFTER-ACQUIRED PROPERTY PROVISIONS AND CONSTITUTES
A SECURITY AGREEMENT UNDER THE INDIANA UNIFORM
COMMERCIAL CODE.

This instrument prepared by:

Ronal R. Newbanks
TAFT, STETTINIUS & HOLLISTER
600 Dixie Terminal Building
Cincinnati, Ohio 45202

T A B L E O F C O N T E N T S

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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") made as of this fifteenth day of March 1981 between CSC Realty, an Indiana general partnership with its principal place of business in the City of Ft. Wayne, Indiana ("Grantor"), and The City of Ft. Wayne, Indiana, a municipal corporation organized and existing under the Constitution and laws of the State of Indiana, and operating herein pursuant to the provisions of Title 18, Chapter 6, Article 4.5 of the Indiana Code of 1971, as supplemented and amended (Grantee);

W I T N E S S E T H :

WHEREAS, Grantee has entered into the Trust Indenture (as hereinafter defined) with Indiana Bank and Trust Company as Trustee, pursuant to the terms of which Grantee has agreed to issue its Economic Development First Mortgage Revenue Bonds in an aggregate principal amount of \$375,000 (the "Bonds"); and

WHEREAS, Grantor has entered into the Loan Agreement (as hereinafter defined) with Grantee, pursuant to the terms of which Grantee has agreed to loan to Grantor the proceeds from the sale of the Bonds, and Grantor has agreed to deliver its Note (as hereinafter defined) to evidence said loan and to grant its mortgage on the Project (as hereinafter defined) and to make certain other assignments as security for the payment of the Note and the Bonds; and

WHEREAS, Grantor will use the proceeds of the sale of the Bonds to acquire, construct and equip the Project; and

WHEREAS, the amounts payable by Grantor pursuant to the Loan Agreement and the Note are equal to the total amount due with respect to principal of, premium (if any) and interest on the Bonds as and when due; and

WHEREAS, Grantee has assigned to the Trustee all of Grantee's rights to loan payments and other payments from Grantor under the terms of the Loan Agreement, and has further assigned to the Trustee all of Grantee's interests in the Note and certain other security, and will assign its interest herein, to all of which assignments Grantor has consented;

NOW, THEREFORE, in consideration of the premises, which shall be construed as parts hereof for all purposes, and as security for the payment of the principal of and interest on, and all other sums provided for in the Note, and any extensions or renewals thereof, and in the Bonds and any Additional Bonds (as hereinafter defined), and in the Loan Agreement and this Mortgage, according to their respective terms and conditions, and for performance of the agreements, conditions, covenants, provisions and stipulations contained herein and therein, and in certain other agreements and instruments made and given by Grantor to Grantee in connection therewith, Grantor does hereby grant, bargain, sell, convey, mortgage and warrant, assign, transfer and grant a security interest in and pledge unto Grantee, and unto its successors and assigns forever, in trust, all of Grantor's estate, right, title and interest in, to and under any and all of the following described property, rights and interests (herein called the "Mortgaged Property" or "property herein conveyed"):

GRANTING CLAUSE FIRST

All right, title and interest of the Grantor in and to the Project and the Project Site (both as hereinafter defined), together with the entire interest of the Grantor in and to all buildings, structures, improvements and appurtenances of any nature whatsoever now standing, or at any time hereafter constructed or placed, upon the Project Site, including all right, title and interest of the Grantor, if any, in and to all building material, building equipment and fixtures of every kind and nature whatsoever at the Project or in any building, structure or improvement now or hereafter standing on the Project Site, and the reversion or reversions, remainder or remainders, in and to the Project and together with the entire interest of the Grantor, if any, in and to all and singular the tenements, hereditaments, easements, rights-of-way, rights, privileges and appurtenances to said real estate, belonging or in any wise appertaining thereto, including without limitation the entire right, title and interest of the Grantor, if any, in, to and under any streets, ways, alleys, gores or strips of land adjoining the Project Site, and all claims or demands whatsoever of the Grantor either at law or in equity, in possession or expectancy of, or in and to the Project Site, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, which is now owned or is hereafter acquired by the Grantor and is affixed or attached or annexed to the Project Site, shall be and remain or

become and constitute a portion of the Project Site and the security covered by and subject to the lien of this Mortgage, together with all rents, income, revenues, issues and profits thereof, and the present and continuing right to make claim for, collect, receive and receipt for any and all of such rents, income, revenues, issues and profits arising therefrom or in connection therewith, subject, however, to Permitted Encumbrances (as hereinafter defined).

GRANTING CLAUSE SECOND

All furniture, furnishings, goods, appliances, apparatus, machinery and equipment of any nature whatsoever and all other tangible personal property and the proceeds therefrom now or at any time hereafter owned by the Grantor and installed in, attached to or situated in or at the Project, including any buildings and improvements hereafter erected thereon, or used or intended to be used in connection with the Project, or in the operation of any buildings and improvements now or hereafter erected which comprise a part of the Project, or in the operation or maintenance of any such building or improvement, whether or not the personal property is or shall be affixed thereto, expressly including, but without limiting the generality of the foregoing, all articles of personal property listed on Exhibit A attached hereto and incorporated herein by reference, but excluding any and all items of inventory, subject, however, to Permitted Encumbrances.

GRANTING CLAUSE THIRD

Any and all other rights and interests in property, whether tangible or intangible, required to be subject to the lien hereof, except accounts receivable, or from time to time by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder by Grantor or by anyone in its behalf or with its written consent to Grantee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof, subject, however to Permitted Encumbrances.

TO HAVE AND TO HOLD all and singular the Mortgaged Property hereby conveyed and assigned, as agreed or intended so to be, unto Grantee, its successors and assigns forever.

PROVIDED, HOWEVER, and this instrument is upon the express condition that, if Grantor pays, or causes to be paid, to Grantee the principal sum mentioned in the Note, the interest thereon and all other sums payable by Grantor to Grantee as are secured hereby in accordance with the provisions of the Note, the Bonds, the Loan Agreement and this Mortgage, at the times and in the manner specified, without deduction, fraud or delay, and Grantor performs and complies with all the agreements, conditions, covenants, provisions and stipulations contained herein and in the Note and the Loan Agreement, then this Mortgage and the estate hereby granted shall cease, determine and be void; otherwise this Mortgage shall be and remain in full force and effect.

And Grantor has agreed and covenanted, and does hereby further agree and covenant with Grantee as follows:

ARTICLE I

DEFINITIONS

Section 1.1 General. In addition to the words and terms elsewhere defined in this Mortgage, certain words and terms as used in this Mortgage shall have the meaning given to them by the definitions and descriptions in this Article I unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined. Those words and terms not specifically defined herein and used in this Mortgage and Article I as defined words or terms shall have the meaning set forth in the Loan Agreement, as defined herein.

Section 1.2 Definitions. The following words and terms are defined terms under this Mortgage:

"Act" means Sections 18-6-4.5-1 to 18-6-4.5-30, inclusive, of the Indiana Code of 1971, as supplemented and amended.

"Additional Bonds" means those bonds described and authorized in the Trust Indenture.

"Bond Fund" means The City of Ft. Wayne - CSC Realty Revenue Bond Fund created and established pursuant to the Bond Legislation.

"Bondholder" and "holder" means the Original Purchaser and any subsequent owner of any of the Bonds.

"Bond Legislation" means the ordinance passed by the Legislative Authority of the Grantee authorizing the Bonds, as the same may from time to time be lawfully amended, modified or supplemented.

"Bonds" means the Bonds initially issued by the Grantee pursuant to the Bond Legislation in the principal amount of \$375,000 and designated "Economic Development First Mortgage Revenue Bonds (CSC Realty Project)".

"Event of Default" means any one or more or all of the events enumerated in Section 3.1 hereof.

"Grantee" means the City of Ft. Wayne, Indiana, and its assigns.

"Grantor" means CSC Realty, an Indiana general partnership.

"Independent Architect" or "Independent Engineer" means an architect or firm of architects or a registered engineer, firm of engineers or engineering corporation qualified to practice the profession of engineering or architecture under the laws of the State acceptable to the Grantee who do not have any substantial financial interest in the Grantor or the Grantee and who are not regularly employed by either.

"Loan Agreement" means the Loan Agreement between the Grantor and Grantee dated as of March 15, 1981.

"Mortgage" means this instrument as originally executed and as from time to time amended or supplemented.

"Net Proceeds" means, as to any insurance proceeds or any condemnation award, the amount remaining after deducting therefrom all expenses (including attorneys' fees and expenses of the Grantee and Trustee) incurred in the collection of such proceeds or award.

"Note" means the promissory note of the Grantor dated as of March 15, 1981, payable to the Grantee and constituting an unconditional promise of the Grantor to pay the principal and interest thereon.

"Notice Address" means:

(a) As to Issuer:

The City of Ft. Wayne, Indiana
City-County Building
Ft. Wayne, Indiana 46802

(b) As to the Trustee:

Indiana Bank and Trust
Company
915 South Clinton Street
Ft. Wayne, Indiana 46801
Attn.: Corporate Trust Dept.

(c) As to the Company

CSC Realty
2314 Lake Avenue
Ft. Wayne, Indiana 46805

or such different address notice of which is given pursuant hereto, but no such notice shall thereby be required to be sent to more than two addresses.

"Opinion of Counsel" means a written opinion of counsel, who may be counsel for the Grantor.

"Permitted Encumbrances" means as of any particular time, (i) liens for real estate taxes and special assessments not then delinquent, (ii) utility, access and other easements and rights of way, flood rights, leases, restrictions and exceptions that an Independent Engineer and the Grantor certify will not interfere with or impair the operations being conducted in the Project, (iii) such minor defects, irregularities, encumbrances, easements, rights of way, and clouds on title as normally exist with respect to properties similar in character to the Project and as do not, in the Opinion of Counsel, materially impair the property affected thereby for the purposes for which it was acquired or is held by the Grantor, and (iv) this Mortgage.

"Project" means the real, personal, or real and personal property, including undivided interests or other interests therein, identified in Exhibit A hereto, or in or pursuant to any supplements or amendment hereto or to the Loan Agreement, or acquired, constructed or installed as a replacement or substitution therefor or an addition thereto, or as may result from a revision of the Plans and Specifications (as defined in the Loan Agreement) in accordance with the provisions of the Loan Agreement or this Mortgage.

"Project Site" means the land constituting the site of the Project, described in Exhibit B hereto.

"State" means the State of Indiana.

"Trustee" means Indiana Bank and Trust Company, its successors and assigns.

"Trust Indenture" means the Trust Indenture between Grantee and the Trustee dated as of March 15, 1981.

Section 1.3 Construction. Any reference herein to the Grantee shall include any entity which succeeds to its functions, duties or responsibilities pursuant to or by operation of law, and shall also include its assigns. Any reference to a section or provision of the Constitution of the State, the Act, or to a section, provision or chapter of the Indiana Code of 1971, as supplemented and amended, shall include such section or provision or chapter as from time to time amended, modified, revised, supplemented or superseded; provided, however, that no such change in the Constitution or laws shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights of the Grantee or the Grantor under this Mortgage. Any reference to the Grantor shall include any surviving, resulting or transferee corporation permitted by the Loan Agreement.

End of Article I

ARTICLE II

PAYMENTS, TAXES, INSURANCE AND MAINTENANCE; EXPENSES OF GRANTEE

Section 2.1 Loan Agreement and Note. Grantor shall make all payments when due under the Note and the Loan Agreement, shall perform and comply with all covenants, agreements, conditions, provisions, stipulations and obligations set forth therein on its part to be performed, at the times and in the manner required thereby.

Section 2.2 Taxes and Other Charges. Grantor shall pay or cause to be paid when due and payable and before interest or penalties are due thereon, without any deduction, defalcation or abatement, all taxes, assessments, water and sewer rents and all other charges or claims which may be assessed, levied, or filed at any time against Grantor, the Mortgaged Property or any part thereof or against the interest of Grantee therein, or which by any present or future law may have priority over the indebtedness secured hereby either in lien or in distribution out of the proceeds of any judicial sale; and Grantor shall produce to Grantee not later than such dates receipts for the payment thereof; provided, however, that if, pursuant to this Mortgage or otherwise, Grantor shall have deposited with Grantee before the due date thereof sums sufficient to pay any such taxes, assessments, water and sewer rents, charges or claims, and Grantor is not otherwise in default, they shall be paid by Grantee; and provided further, that if Grantor in good faith and by appropriate legal action shall contest the validity of any such item, or the amount thereof, and shall have established on its books or by deposit of cash with Grantee, as Grantee may elect, a reserve for the payment thereof in such amount as Grantee may require, then Grantor shall not be required to pay the item or to produce the required receipts while the reserve is maintained and so long as the contest operates to prevent collection, if maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Grantor. Further, Grantor will not apply for or claim any deduction, by reason of this Mortgage, from the taxable value of all or any part of the Mortgaged Property. It is expressly agreed that no credit shall be claimed or allowed on the interest payable on the Note because of any taxes or other charges paid.

Section 2.3 Insurance. Grantor will keep all buildings and improvements erected or hereafter erected on the Mortgaged Property insured against loss by fire with extended coverage endorsement, and against such other risks as are

reasonably required by Grantee and commercially available in Indiana, all in accordance with the terms and conditions of Section 5.3 of the Loan Agreement. Grantor shall also carry comprehensive public liability insurance in accordance with said Section 5.3 of the Loan Agreement. In default of the carrying thereof by Grantor, Grantee may effect such insurance and the amounts so paid shall be due and payable on demand, and shall be secured by this Mortgage. The proceeds of such insurance shall be applied in accordance with the provisions thereof in Section 5.6 of the Loan Agreement.

Section 2.4 Maintenance of Mortgaged Property;
Removal or Release of Portions of Mortgaged Property. Grantor shall keep and maintain or cause to be kept and maintained the Mortgaged Property and the sidewalks and curbs abutting same, in good order and condition and in rentable and tenantable state of repair, and will make or cause to be made, as and when necessary, all repairs, renewals and replacements, structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen. Grantor shall abstain from and shall not permit the commission of waste in or about the Mortgaged Property; shall not remove or demolish, or alter the structural character of, any building erected at any time on the Mortgaged Property, without the prior written consent of Grantee; and shall not permit the Mortgaged Property to become vacant, deserted or unguarded (except during the time Grantor is reasonably attempting to lease or re-lease the Mortgaged Property). Grantor shall not permit any lien or claim to be filed against the Mortgaged Property, or any part thereof; if any such lien or claim is filed, Grantor shall, prior to the expiration of the applicable grace period, if any, allowed for the curing of defaults, cause such lien or claim to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Anything herein to the contrary notwithstanding, Grantor may remove portions of the Project, equipment and fixtures or release from the lien of this Mortgage portions of the Project Site, in accordance with the terms of Article V of the Loan Agreement.

Section 2.5 Expenses of Grantee. Such reasonable expenses and fees as may be incurred by Grantee in the protection of the Mortgaged Property and in the maintenance of the lien of this Mortgage shall be paid by Grantor on demand and secured by this Mortgage.

Section 2.6 Tax and Insurance Deposits. Without limiting the effect of Sections 2.2 and 2.3 hereof, Grantor shall pay to Grantee monthly on or before the first day of each month, commencing with the month following the recording of this Mortgage, an amount equal to one-twelfth (1/12) of the annual premiums for the insurance policies referred to

hereinabove and the annual real estate taxes, water and sewer rents, any special assessments, charges or claims and any other items which at any time may be or become a lien upon the Mortgaged Property prior to, or on a parity with, the lien of this Mortgage; and on demand from time to time Grantor shall pay to Grantee any additional sums necessary to pay, at least thirty (30) days prior to the due date thereof, the premiums and other items, all as estimated by Grantee; the amounts so paid shall be security for the premiums and other items and shall be used in payment thereof if Grantor is not otherwise in default hereunder. No amount so paid shall be deemed to be trust funds but may be commingled with general funds of Grantee, and no interest shall be payable thereon. If, pursuant to any provision of this Mortgage, the whole amount of the unpaid principal debt becomes due and payable, Grantee shall have the right, at its election, to apply any amount so held against the entire indebtedness secured hereby. At Grantee's option, Grantee from time to time may waive, and after any such waiver may reinstate, the provisions of this paragraph requiring the monthly payments prescribed herein. Notwithstanding anything to the contrary set forth herein, Grantee does not intend to enforce the foregoing provisions of this paragraph, provided that (i) Grantor delivers or causes to be delivered to Grantee, not later than the due dates for the payment of insurance premiums, real estate taxes and other charges as set forth above and before interest or penalties are due thereon, receipts evidencing payment thereof, and (ii) Grantor is not in default under the Note, the Loan Agreement, this Mortgage or any collateral security instruments.

End of Article II

ARTICLE III

EVENTS OF DEFAULT AND REMEDIES

Section 3.1 Events of Default. The following shall be "events of default" under this Mortgage and the terms "event of default" or "default" shall mean, whenever they are used in this Mortgage, any one or more of the following events:

(a) The occurrence of an event of default as defined in Section 9.1 of the Loan Agreement.

(b) Failure by the Grantor to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in paragraph (a) of this Section, for a period of thirty (30) days after notice of such failure requesting such failure to be remedied, given to the Grantor by the Grantee, unless the Grantee in its discretion shall agree in writing to an extension of such time prior to its expiration.

The provisions of paragraph (b) of this Section are subject to the following limitations: If by reason of acts of God; winds, fires; epidemics; landslides; floods; droughts; famines; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrection; military action; war, whether or not declared; sabotage; riots; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; falling and impacting space debris; partial or entire failure of utilities; or any cause or event not reasonably within the control of the Grantor, the Grantor is unable in whole or in part to carry out the agreements on its part herein contained, other than obligations on the part of the Grantor to make the payments required under the Note and the Loan Agreement and to carry insurance, the Grantor shall not be deemed in default during the continuance of such inability. The Grantor shall, however, use its best efforts to remedy with all reasonable dispatch the cause or causes preventing the Grantor from carrying out its agreements; provided, that the Grantor shall in no event be required to settle strikes, lockouts or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Grantor, not in the interest of the Grantor.

Section 3.2 Remedies under Loan Agreement and Indenture. In addition to any other remedy available to Grantee, as provided herein or otherwise, the Grantee may exercise any remedy available to it under the Indenture or the Loan Agreement.

Section 3.3 Acceleration. Upon the occurrence of an event of default as defined in Section 3.1 hereof, the Grantee may by notice in writing delivered to the Grantor declare the principal, interest and all other sums secured by this Mortgage to be due and payable immediately and, upon said declaration, such principal, interest and other sums shall become and be immediately due and payable.

Section 3.4 Surrender of Possession; Rights and Duties of Grantee in Possession. Upon the happening and continuance of an event of default the Grantor, upon demand of the Grantee, shall forthwith surrender the possession of, and it shall be lawful, subject to the rights of lessees under any leases in existence at the time if such lessees are not in default thereunder, for the Grantee, by such officer or agent as it may appoint, to take possession of all or any part of the Mortgaged Property together with the books, papers and accounts of the Grantor pertaining thereto, and including the rights and the position of the Grantor under such leases, and to hold, operate and manage the same, and from time to time to make all needful repairs and improvements as by the Grantee shall be deemed wise; and the Grantee may, subject to any such leases, lease the Mortgaged Property or any part thereof in the name and for the account of the Grantor and collect, receive and sequester the rents, revenues and other income, charges and moneys, therefrom, and out of the same and any moneys received from any receiver of any part thereof, after deducting all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Grantee, its agents and counsel, pay and/or set up proper reserves for the payment of any or all of the following in such order and amounts as Grantee, in Grantee's sole discretion, may elect: the payment of any sums due under any prior lien, taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, to the maintenance, repair or restoration of the Mortgaged Property, and on account and in reduction of the principal, interest and premium on the Bonds and the Note hereby secured. In the event that all defaults have been made good and the Grantee shall have surrendered possession to the Grantor, its successors or assigns, the right of entry provided in this Section shall again exist upon any subsequent event of default.

Section 3.5 Actions to Recover Amounts Due. Grantee shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Grantor under the terms of this Mortgage or the Note or the Loan Agreement, as they become due, without regard to whether or not the principal indebtedness or any other sums secured by the Note, the Loan Agreement and this Mortgage shall be due, and without prejudice to the right of Grantee thereafter to institute foreclosure, or any other action, for any default by Grantor existing at the time the earlier action was commenced.

Section 3.6 Foreclosure. Upon the occurrence and continuance of an event of default, the lien on the Mortgaged Property created and vested by this Mortgage may be foreclosed in the manner provided by law and the Grantee may become the purchaser of the Mortgaged Property at any foreclosure sale if the highest bidder.

Section 3.7 Appointment of Receiver. Upon the occurrence of an event of default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Grantee under this Mortgage, the Grantee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Mortgaged Property and all receipts therefrom, pending such proceedings, with such power as the court making such appointment shall confer; provided, however, that the Grantee may, with or without action under this Section, pursue any available remedy to enforce the payment of principal, premium, if any, and interest on the Bonds, or to remedy any event of default.

Section 3.8 Application of Moneys. All moneys received by the Grantee or a receiver pursuant to any right given or action taken under the provisions of this Article shall, after the payment of the costs, expenses, liabilities and advances incurred by the Grantee or receiver, be deposited in the Bond Fund, and all such moneys shall be applied in the manner provided in Section 3.4 hereof if such moneys are received other than as a result of foreclosure, and if received as a result of foreclosure shall be applied to the payment of the principal, premium (if any) and interest on the Bonds secured hereby, and the balance, if any, shall be paid to Grantor or its successors and assigns.

Section 3.9 Rights and Remedies Cumulative; No Waiver or Release of Obligation. The rights and remedies of Grantee as provided in this Mortgage, the Note, or the Loan Agreement, and in the warranties contained herein and therein shall be cumulative and concurrent, may be pursued separately, successively or together against Grantor or against the Mortgaged Property, or both, at the sole discretion of Grantee, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

Any failure by Grantee to insist upon strict performance by Grantor of any of the terms and provisions of this Mortgage or of the Note or the Loan Agreement shall not be deemed to be a waiver of any of the terms or provisions of the Mortgage, Note and Loan Agreement and Grantee shall have the right thereafter to insist upon strict performance by Grantor of any and all of them.

No delay or omission to exercise any right or power accruing upon any default or event of default shall impair any right or power or shall be construed to be a waiver of any such default or event of default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or event of default hereunder by the Grantee shall extend to or shall affect any subsequent default or event of default nor shall such waiver impair any rights or remedies consequent thereon.

Neither Grantor nor any other person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Grantee to comply with any request of Grantor or of any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of this Mortgage or the Note or the Loan Agreement, or by reason of the release, regardless of consideration, of all or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and Grantee extending the time of payment or modifying the terms of the Mortgage, without first having obtained the consent of Grantor or such other person; and in the latter event Grantor and all such other persons shall continue to be liable to make payments according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Grantee.

Grantee may release, regardless of consideration, any part of the security held for the indebtedness secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or its priority over any subordinate lien.

Section 3.10 Termination of Proceedings. If Grantee shall have proceeded to enforce any right under this Mortgage by the appointment of a receiver, by entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Grantor and the Grantee shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Grantee shall continue unimpaired as before.

Section 3.11 Right to Remedy Default. In the event that Grantor should fail to pay or cause to be paid real estate or other taxes, assessments, water and sewer rents, charges and claims (unless and only for so long as, in strict compliance with the provisions of Section 2.2 hereof, Grantor is contesting the validity of any such item or the amount thereof), corporate taxes, sums due under any prior lien or approved prior lien, or insurance premiums, or fail to make necessary repairs, or permit waste, or fail to cure any default under any prior lien or approved prior lien, Grantee, at its election and without notice to Grantor, shall have the right to make any payment or expenditure and to take any action which Grantor should have made or taken, or which Grantee deems advisable to protect the security of this Mortgage or the Mortgaged Property, without prejudice to any of Grantee's rights or remedies available hereunder or otherwise, at law or in equity. All such sums, as well as costs, advanced by Grantee pursuant to this Mortgage shall be due immediately from Grantor to Grantee, shall be secured hereby, and shall bear interest at a rate which is one percent (1%) in excess of the base rate of interest charged at any given time by the Trustee in its lending capacity as a commercial bank on loans to its most credit-worthy borrowers, or eleven percent (11%) per annum, whichever is greater, from the date of payment by Grantee until the date of repayment.

End of Article III

ARTICLE IV

INSURANCE PROCEEDS AND CONDEMNATION AWARDS

Section 4.1 Application of Proceeds and Awards. The net proceeds of insurance and any condemnation awards shall be applied by the Grantor or the Grantee, as the case may be, in accordance with Article V of the Loan Agreement.

End of Article IV

ARTICLE V

MORTGAGE AS SECURITY AGREEMENT

Section 5.1 Effect of Mortgage. This Mortgage constitutes a security agreement under the Uniform Commercial Code as adopted in the State and creates a security interest in favor of Grantee in and to all that property (and the proceeds thereof) included in the Mortgaged Property which might otherwise be deemed "personal property". Grantor shall execute, deliver, file and refile any financing statements, continuation statements, or other security agreements Grantee may require from time to time to confirm the lien of this Mortgage with respect to such property. Without limiting the foregoing, Grantor hereby irrevocably appoints Grantee attorney-in-fact for Grantor to execute, deliver and file such instruments for and on behalf of Grantor. Notwithstanding any release of any or all of that property included in the Mortgaged Property which is deemed "real property", any proceedings to foreclose this Mortgage, or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interest created hereby and referred to above until the repayment or satisfaction in full of the obligations of Grantor as are now or hereafter evidenced by the Note. Nothing herein shall preclude the Grantee from proceeding as to both real and personal property in accordance with Grantee's rights and remedies in respect of real property, as provided in Article 9 of the Uniform Commercial Code as adopted in the State.

End of Article V

ARTICLE VI

WAIVERS BY GRANTOR

Section 6.1 General Waivers By Grantor. Grantor hereby waives and releases, to the extent permitted by law:

(a) All errors, defects and imperfections in any proceeding instituted by Grantee under the Note or this Mortgage or both;

(b) all benefit that might accrue to Grantor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for payment;

(c) any appraisalment, valuation, stay, extension or redemption or usury law now or hereafter in force; and

(d) unless specifically required herein, all notices of Grantor's default or of Grantee's election to exercise, or Grantee's actual exercise of any option under the Note or this Mortgage.

End of Article VI

ARTICLE VII

COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 7.1 Warranty of Title; Authority. Grantor warrants that, subject to Permitted Encumbrances, it has a good and marketable title to the Project Site; and that this Mortgage is and will remain a valid and enforceable first lien on the Mortgaged Property subject only to the exceptions referred to above. The Grantor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. The Grantor will preserve such title, and will forever warrant and defend the validity and priority of the lien hereof against the claim of all persons and parties whomsoever.

Section 7.2 Payment and Performance. Grantor shall pay to Grantee, in accordance with the terms of the Loan Agreement, the Note and this Mortgage, the principal and interest, and other sums therein set forth; shall perform and comply with all the agreements, conditions, covenants, provisions and stipulations of the Loan Agreement, the Note and this Mortgage.

Section 7.3 Notices to Grantee. Grantor shall notify Grantee promptly of the occurrence of any of the following:

(a) A fire or other casualty causing damage to the Mortgaged Property;

(b) receipt of notice of condemnation of the Mortgaged Property;

(c) receipt of notice from any governmental authority relating to the structure, use or occupancy of the Mortgaged Property;

(d) receipt of any notice from any tenant of all or any portion of the Mortgaged Property;

(e) any change in the occupancy of the Mortgaged Property;

(f) receipt of any notice from the holder of any lien or security interest in the Mortgaged Property; or

(g) commencement of any litigation affecting the Mortgaged Property.

Section 7.4 Leases. Grantor hereby represents that there are no leases, subleases, or agreements to lease or sublease all or any part of the Mortgaged Property now in effect. Grantor hereby agrees not to lease or allow or suffer to be leased or subleased any space in the Mortgaged Property from and after the date hereof without the prior written consent of Grantee, whose prior written approval of all tenants, subtenants and leases and subleases shall be required, and which consent and approval shall not be unreasonably withheld. At the option of Grantee, any or all of such leases and subleases shall be prior to or subordinate to the lien of this Mortgage.

Section 7.5 No Other Financing or Liens. Except as permitted as a Permitted Encumbrance, Grantor shall not create or cause or permit to exist any lien or security interest in the Mortgaged Property, including any furniture, fixtures, appliances, equipment or other items of personal property which are intended to be or become part of the Mortgaged Property, and shall not incur any indebtedness for money borrowed to purchase the Mortgaged Property or any part thereof, other than the indebtedness secured hereby; provided, however, that Grantor shall be permitted to lease or purchase other equipment so long as the aggregate of security interests therein does not exceed \$25,000 at any time or times.

Section 7.6 No Further Encumbrance; No Disposition. Without the prior written consent of Grantee, and except as may be permitted in the Loan Agreement, Grantor shall not mortgage, encumber, hypothecate, sell, transfer, assign or otherwise dispose of all or any part of the Project or the revenues and receipts thereof (other than to the Grantee hereunder and other than for dispositions of furnishings, machinery, equipment and apparatus as permitted by the Loan Agreement) or assign, transfer or hypothecate (other than to the Grantee hereunder) any rent (or analogous payment) then due or to accrue in the future under any lease of the Project. Further, except as provided in the Loan Agreement, without the prior written consent of Grantee, Grantor will abstain from and will not cause or permit, to the extent it may do so, any issuance or transfer of stock in any corporate successor of Grantor, or any transfer or assignment of any lease agreement, whether by sale, exchange, conveyance, merger, consolidation or otherwise.

Section 7.7 Compliance with Laws and Regulations.

Grantor covenants and agrees that in the operation and management of the Mortgaged Property it will observe and comply with all applicable, lawful and constitutional Federal, state and local statutes, ordinances, regulations, orders and restrictions, reserving hereby its right to contest the same, or the application of the same, so long as such contest shall not prejudice the lien of this Mortgage nor affect the amounts secured hereby.

Section 7.8 Declaration of No Set-Off. Within one

(1) week after requested to do so by Grantee, Grantor shall certify to Grantee or to any proposed assignee of this Mortgage or any part thereof or interest therein, in a writing duly acknowledged, the amount of principal, premium (if any), interest and other charges then owing on the Bonds or the Note secured by this Mortgage and by prior liens, if any, whether there are any set-offs or defenses against them and whether there are any defaults under the Loan Agreement.

Section 7.9 Covenant Running with the Land. Any act

or agreement to be done or performed by Grantor shall be construed as a covenant running with the land and shall be binding upon Grantor and its successors and assigns as if they had personally made such agreement.

Section 7.10 Existence and Taxes. If (i) Grantor is

a corporation, (ii) a partner of Grantor is a corporation, or (iii) any successor or grantee (pursuant to Section 6.3 of the Loan Agreement) is a corporation, Grantor shall keep in effect its existence and rights as a corporation under the laws of the State and its right to own property and transact business in the State during the entire time that it has ownership interest in the Mortgaged Property. For all periods during which title to the Mortgaged Property or any part thereof shall be held by a corporation or association subject to corporate taxes or taxes similar to corporate taxes, Grantor shall cause such corporation or association to file returns for such taxes with the proper authorities, bureaus or departments and to pay, when due and payable and before interest or penalties are due thereon, all taxes owing by such corporation or association to the United States, to the State and to any other state in which such taxes are payable and any political subdivision of either or all, and shall deliver to Grantee receipts showing payment of any and all such taxes, charges or assessments prior to the last dates upon which such taxes, charges or assessments are payable without interest or penalty charges, and within ten (10) days of receipt thereof, notices of all settlements, notices of deficiency or over-assessment and any other notices pertaining to the tax liability of such corporation or association, which may be issued by the United States, the State or any other state or any political subdivision of either or all.

Section 7.11 No Impairment of Tax Exemption of Interest on the Bonds. Grantor will not engage in any activities or take any action, or omit to take any action, which might result (i) in the income derived by it from the Project becoming taxable to Grantee, or (ii) in any interest on the Bonds becoming taxable to the recipient thereof under Federal income tax laws.

Section 7.12 Further Assurances. Grantor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such mortgages supplemental hereto and such further acts, instruments and transfers, including, without limiting the generality of the foregoing, such filing, registration, recording, refiling, reregistration or rerecording, as may be necessary or as the Grantee may reasonably require for better assuring, transferring, mortgaging, pledging, assigning and confirming unto the Grantee all and singular the real and personal property secured hereby.

Section 7.13 Assumption of Loan. Grantor shall not permit assumption of payment of principal of, premium (if any) or interest on the Note by parties other than the Grantor without the prior written consent of Grantee and except as may be permitted by the Loan Agreement.

End of Article VII

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Notices. All notices, certificates, requests or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate Notice Addresses. The Grantor, Trustee or the Grantee may, by notice given hereunder, designate a different Notice Address for it than the one specified in Section 1.2 hereof, but no notice directed to any such entity shall thereby be required to be sent to more than two addresses. A duplicate copy of each notice, certificate, request or other communication given hereunder to the Grantor, the Grantee or the Trustee shall also be given to the others.

Section 8.2 Amendments, Changes and Modifications. Except as may otherwise be provided in the Loan Agreement, this Mortgage may not be effectively amended, changed, modified or altered without the prior written consent of the party against whom enforcement of such amendment, change, modification or alteration is sought.

Section 8.3 Execution Counterparts. This Mortgage may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 8.4 Severability. In case any clause, provision or section of this Mortgage, or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into, or taken under this Mortgage, or any application thereof, is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity, or inoperability shall not affect the remainder thereof or any other clause, provision or section or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken thereunder, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained therein, nor shall such illegality or invalidity or inoperability of any application thereof affect any legal and valid and operable application thereof, from time to time, and each such clause, provision or section, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent from time to time permitted by law.

Section 8.5 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Mortgage is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Mortgage or any covenants, conditions and provisions herein contained, this Mortgage and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto.

Section 8.6 Captions. The captions or headings in this Mortgage are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Mortgage.

Section 8.7 Governing Law. This Mortgage shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the parties have executed this Mortgage as of the day and year first above written.

Grantor:
CSC REALTY

By _____
Charles A. Colligan,
General Partner

By _____
Stanley P. Colligan,
General Partner

By _____
Eugene I. Sheehan,
General Partner

Grantee:

THE CITY OF FT. WAYNE, INDIANA

By _____
Winfield C. Moses, Jr., Mayor

(SEAL)

Attest: _____
Charles W. Westerman,
Clerk

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, _____, a Notary Public, in and for and a resident of the state and county aforesaid, personally appeared Winfield C. Moses, Jr. and Charles W. Westerman, with both of whom I am personally acquainted, and who, upon their oaths, acknowledged themselves to be the Mayor and Clerk, respectively, of the City of Ft. Wayne, Indiana, one of the within named bargainers, and that they as such Mayor and Clerk, being authorized so to do, executed the foregoing instrument for the purposes contained therein by subscribing thereto the name of said City and attesting the official seal of said City by themselves as such Mayor and Clerk, respectively.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____ 1981.

Notary Public
A resident of Allen County,
Indiana

(SEAL)

My Commission expires:

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, _____, a Notary Public, in and for and a resident of the state and county aforesaid, personally appeared Charles A. Colligan, Stanley P. Colligan and Eugene I. Sheehan, with each of whom I am personally acquainted, and who, upon their oaths, acknowledged themselves to be all of the general partners of CSC Realty, and who, being authorized so to do, executed the foregoing instrument for the purposes contained therein, by subscribing thereto the name of said partnership by themselves as such general partners.

WITNESS my hand and notarial seal of office at Ft. Wayne, Indiana, this _____ day of _____ 1981.

Notary Public
A resident of Allen County,
Indiana

(SEAL)

My Commission expires:

E X H I B I T A
PROJECT

E X H I B I T B

PROJECT SITE

CERTIFICATE OF RECORDER

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, _____, the duly elected,
qualified and acting Recorder of Allen County, Indiana, hereby
certify that on the _____ day of _____ 1981, there
was filed in my office for recording an executed counterpart of
the attached instrument and that the fee for the recording of
said instrument was paid in full on said date.

I further certify that said instrument was recorded
as Instrument No. _____, and now appears of record, of
which record I am the legal custodian.

Dated the date first above written.

Recorder
Allen County, Indiana

(SEAL)

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

FROM

THE CITY OF FT. WAYNE, INDIANA

TO

INDIANA BANK AND TRUST COMPANY

TRUSTEE

SECURING:

\$375,000

ECONOMIC DEVELOPMENT FIRST MORTGAGE REVENUE BONDS

(CSC REALTY PROJECT)

DATED AS OF:

March 15, 1981

This instrument prepared by:

Ronal R. Newbanks
TAFT, STETTINIUS & HOLLISTER
600 Dixie Terminal Building
Cincinnati, Ohio 45202

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

In order to secure payment of Three Hundred Seventy Five Thousand Dollars (\$375,000) in aggregate principal amount of Economic Development First Mortgage Revenue Bonds (CSC Realty Project) dated as of the date hereof, THE CITY OF FT. WAYNE, INDIANA, (the "Issuer") as mortgagee under and pursuant to a Mortgage and Security Agreement dated as of the date hereof from CSC Realty to the Issuer, for value received, does hereby transfer and assign to Indiana Bank and Trust Company, Trustee pursuant to a Trust Indenture dated as of the date hereof between the Issuer and the aforesaid Trustee, (a copy of which Trust Indenture is on file at the corporate trust office of the Trustee in Ft. Wayne, Indiana, and is available for inspection), all its right, title and interest in, to and under the aforesaid Mortgage and Security Agreement recorded on _____, 1981, as Instrument No. _____ of the Allen County, Indiana Mortgage Records, and in and to the premises described therein.

IN WITNESS WHEREOF, the Issuer has caused this Assignment of Mortgage and Security Agreement to be executed in its name and on its behalf, all as of the fifteenth day of March 1981.

THE CITY OF FT. WAYNE, INDIANA

By _____
Mayor

(SEAL)

Attest: _____
Clerk

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, _____, a Notary Public, in and for and a resident of the state and county aforesaid, personally appeared Winfield C. Moses, Jr. and Charles W. Westerman, with both of whom I am personally acquainted, and who, upon their oaths, acknowledged themselves to be the Mayor and Clerk, respectively, of the City of Ft. Wayne, Indiana, the within named bargainer, and that they as such Mayor and Clerk, being authorized so to do, executed the foregoing instrument for the purposes contained therein by subscribing thereto the name of said City and attesting the official seal of said City by themselves as such Mayor and Clerk, respectively.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____ 1981.

Notary Public
A resident of Allen County, Indiana

(SEAL)

My Commission expires:

CERTIFICATE OF RECORDER

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, _____, the duly elected,
qualified and acting Recorder of Allen County, Indiana, hereby
certify that on the _____ day of _____ 1981, there
was filed in my office for recording an executed counterpart of
the attached instrument and that the fee for the recording of
said instrument was paid in full on said date.

I further certify that said instrument was recorded
as Instrument No. _____, and now appears of record, of
which record I am the legal custodian.

Dated the date first above written.

Recorder
Allen County, Indiana

(SEAL)